



BOARD OF COMMISSIONERS
HILARY COOPER KRIS HOLSTROM LANCE WARING

REGULAR MEETING AGENDA

Wednesday, July 17, 2019

333 W Colorado Ave 2nd floor, Telluride CO

1. **9:30 am Call to order.**
2. **Review of Agenda.**
3. **Calendar Review.**
 - a. Calendar Review.
4. **9:32 am CONSENT AGENDA**
 - a. Approval of Chair's signature on a Resolution amending the definitions for open meetings.
 - b. Acceptance of the May 2019 Road Report.
 - c. Approval of Chair's signature on a Special Events Permit for the Norwood Roping Club to serve Fermented Malt Beverage on July 26, 2019 and July 27, 2019 at 1165 Summit Street, Norwood Colorado, (Norwood Fairgrounds)
 - d. Ratification of approval by the County Board of Commissioners to waive the insurance requirement for the Neon Sky band to perform at the Norwood Fairgrounds on July 13, 2019, from 7:00 p.m. - 10:00 p.m.
 - e. Ratification of Chair's signature on a Business Associate Agreement with Hilltop concerning HIPPA and the requirements related.
 - f. Ratification of Chair's signature on County Veterans Service Officer's June 2019 Report.
 - g. Ratification of Chair's signature for the participation of the 2020 Census New Construction Program.
 - h. Acceptance of the WIC Program funding to purchase new computers.
 - i. Ratification of Chair's signature as the Board of Commissioners and as San Miguel County Housing Authority for a re-recorded Amended and Restated Deed Restriction and Covenant with Mountain Sunflowers LLC, Unit D, Lot O, The Residences/Businesses at the Top of the Hill Subdivision/PUD, due to a correction to the language within document.
 - j. Approval of Minutes: June 19, 2019, June 25, 2019, and June 26, 2019.

- k. Approval of Chair's signature as the Board of Commissioners and as San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with Alexander and Kelly Rollinson, Lot 316-2, Elk Meadows Subdivision/PUD.
- l. Approval of Chair's signature on a 2019 Engagement of Service Agreement for Michael J. Bordogna.
- m. Approval of Chair's signature on a Resolution supporting the grant application for a planning grant from the State Board of the Great Outdoors Colorado Trust Fund for the Planning/Design of San Miguel County's Down Valley Connector Trail Project.
- n. Approval of Chair's signature on an IGA with Ouray County for Public Health Director Administrative Services.
- o. Acceptance of the San Miguel County Assessor's Office report for 2019 taxable assessed value of all property, and a list of all real and personal property protests, the status/outcome of each protest, a list of movable equipment apportionment's, and a list of owners who failed to return a Personal Property Declaration Schedule.
- p. Other, as needed.

5. **9:40 am ADMINISTRATIVE MATTERS:**

- a. 9:35 a.m. Consideration of the appointment of Jonathan Greenspan to an open junior alternate seat with the San Miguel County Planning Commission.
/MOTION
5 mins
- b. 9:40 a.m. Update on the State of the San Miguel Watershed.
20 mins Chris Hazen and Elizabeth Stuffings
- c. Other, as needed.

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

- a. 10:00 a.m. Public Hearing: TSG Ski and Golf LLC: Plat/PUD Amendment Q Lots, Sunshine Valley. - TO BE CONTINUED TO July 31, 2019.
5 mins Kaye Simonson, Planning Director
- b. Update on the Genessee Properties' Master Plan Amendment for Society Turn.
25 mins Kaye Simonson, Planning Director
- c. Other, as needed.

7. **10:30 am Update with the Government Affairs/Natural Resources Director/Lynn Pagett (20mins)**

- a. Other, as needed.

8. **10:50 am ADMINISTRATORS REPORT/Lynn Black (5mins)**

- a. Consideration of moving the Commissioner meeting on November 6, 2019, from Telluride to Norwood due to a Facility use conflict./MOTION
- b. Update with County Administrator
- c. Other, as needed.

9. **10:55 am COMMISSIONER AND PUBLIC DISCUSSION (10mins)**

- a. Public Discussion.
- b. Update on Outside Meetings, as needed.
- c. Website posting and press releases
- d. General Discussion.

10. **11:05 am - 12:55 pm Lunch Break.**

11. **1:00 pm ADMINISTRATIVE MATTERS - Continued.**

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

- a. 1:00 pm Update with The Retirement Association (CCOERA).
60 mins Susan Cleaton, CCOERA
- b. Other, as needed.

12. **2:00 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.
Courthouse Bldg.
Glockson Bldg.
Town of Telluride

Egnar Post Office
Norwood Post Office
Ophir Post Office
Placerville Post Office

KOTO News
Norwood Post
Telluride Daily Planet
The Watch

Town of Mountain Village

Town of Norwood



AGENDA ITEM - 3.a.

TITLE:

Calendar Review.

Presented by:

Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

See attached.

FISCAL IMPACT:

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

ATTACHMENTS:

Description

Calendar Review

Upload Date

7/12/2019

July 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	01	02 County Commissioner Discussion Colorado Soil Health Coalition call	03	04	05 CC4CA Steering Committee call	06
07	08	09 County Commissioner Discussion	10	11 Club 20 - Summer Policy Committee Meetings SMART Board Meeting	12 Club 20 - Summer Policy Committee Meetings	13
14	15	16 County Commissioner Discussion Colorado Soil Health Coalition call GMUG Working Draft Plan Open House	17 County Commissioner Meeting	18 Telluride Regional Airport Authority Parks and Wildlife Commission Dinner	19	20
21	22	23 County Commissioner Discussion	24	25 Club 20 - Summer Policy Committee Meeting	26 Club 20 - Summer Policy Committee Meeting	27
28	29	30 County Commissioner Discussion Colorado Soil Health Coalition call	31 County Commissioner Meeting	01	02	03

August 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	31	01	02 CC4CA Steering Committee call	03
04	05 Special BOCC Meeting - County Board of Equalization Final Decisions	06 County Commissioner Discussion - Canceled GMUG Mine Tours	07 County Commissioner Meeting	08 SBEADMR Summer Public/Stakeholder Field Trip SMART Board Meeting	09	10
11	12 Inter-Governmental Work Sessions - Host Telluride	13 County Commissioner Discussion Colorado Soil Health Coalition call	14	15 SBEADMR Summer Best Management Practices Field Trip	16	17
18	19 Rocky Mountain Health Foundation Listening Session	20 County Commissioner Discussion	21 County Commissioner Meeting	22	23	24
25	26	27 County Commissioner Discussion Colorado Soil Health Coalition call Early Childhood Advisory Panel	28	29 Telluride Mountain Village Owner Association Gondola Committee/Subcommittee Meeting	30	31

September 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
01	02	03 County Commissioner Discussion	04 County Commissioner Meeting	05	06 CC4CA Steering Committee call	07
08	09	10 County Commissioner Discussion Colorado Soil Health Coalition call	11	12 SMART Board Meeting	13	14
15	16	17 County Commissioner Discussion	18 County Commissioner Meeting	19 Telluride Regional Airport Authority Telluride Mountain Village Owner Association Gondola Committee Meeting	20 Club 20 - Fall Conference	21 Club 20 - Fall Conference
22	23	24 County Commissioner Discussion Colorado Soil Health Coalition call Early Childhood Advisory Panel	25	26	27	28
29	30	01	02	03	04	05



AGENDA ITEM - 4.a.

TITLE:

Approval of Chair's signature on a Resolution amending the definitions for open meetings.

Presented by:

Time needed:

PREPARED BY:

Amy Markwell, County Attorney

RECOMMENDED ACTION/MOTION:

See attached.

INTRODUCTION/BACKGROUND:

6.20.2019 Per request of the Commissioners to clarify the wording. See attached Resolution.

FISCAL IMPACT:

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

ATTACHMENTS:

Description

Amending Definitions for Open Meetings

Upload Date

7/11/2019

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
SAN MIGUEL COUNTY, COLORADO,
AMENDING THE DEFINITIONS FOR OPEN MEETINGS**

Resolution #2019 - ____

WHEREAS, on January 16, 2019, the Board of County Commissioners (BOCC) of San Miguel County had adopted the definitions of the types of open meetings that may be held with Resolution #2019-01.

WHEREAS, the BOCC has reconsidered those definitions and desires to make amendments for simplicity and clarity.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

The types of open meetings which may be held by the San Miguel County Board of County Commissioners are:

- a) Regular Meetings
Regular Meetings are generally held on Wednesdays. Matters considered by the BOCC during a Regular Meeting may include reports from department heads or elected officials, public hearings on specific issues, policy- making decisions, signing contracts or agreements, work sessions on specific issues, or approving expenditures or requests from county officials. A Regular Meeting shall be held after at least twenty-four (24) hours' notice as posted at the designated posting place, recorded, and have minutes taken.
- b) Special Meetings
Special Meetings may be called by the Chair when circumstances warrant or upon the request of a member of the BOCC or County Administrator. A Special Meeting shall be held after at least twenty-four (24) hours' notice as posted at the designated posting place, recorded, and have minutes taken.
- c) Emergency Meetings
Emergency Meetings may be held without twenty-four (24) hours' notice when necessary for the immediate preservation of public property, health, peace, and safety and shall be conducted pursuant to procedures as adopted by the BOCC by Resolution #2018-26. An Emergency Meeting shall be recorded and have minutes taken. Any formal decision made by the BOCC at an Emergency Meeting shall be ratified at the next scheduled Regular Meeting.

d) Discussion Meetings

Discussion Meetings are generally held on Tuesdays. A Discussion Meeting is an informal, deliberative session between staff and members of the BOCC. Matters considered during these meetings may include receiving reports from County staff, discussion of County business, or day-to-day oversight of property or employee supervision. No formal, policy-making decisions may be made at a Discussion Meeting. A Discussion Meeting shall be held after at least twenty-four (24) hours' notice as posted at the designated posting place and recorded. Since no formal decisions will be made at a Discussion Meeting minutes will not be taken.

DONE AND APPROVED by the Board of County Commissioners at a regular meeting held in Telluride, Colorado, on July 17, 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 - 4.b.

TITLE:

Acceptance of the May 2019 Road Report.

Presented by:

Time needed:

PREPARED BY:

Ryan Righetti

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Road and Bridge
Description:			

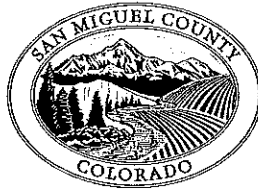
ATTACHMENTS:

Description

May 2019 Road Report

Upload Date

6/28/2019



ROAD & BRIDGE DEPARTMENT

RYAN RIGHETTI, ROAD SUPERINTENDENT

Road Report May 2019

Deep Creek Dist 1:

Crews in the Deep Creek District were busy cleaning up after the winter storms that lingered into May. They began the month slightly behind schedule on dust control preparations as snow and mud on roadways continued to be a problem. Mudslides were cleaned on CR 63J. Material was hauled in to a section of CR 63L that was sinking due to high groundwater. A French drain was installed on CR 58P where high water caused a portion of the road to become soft. Snow was plowed off Last Dollar Pass so the road could dry and be opened to traffic. Several fences and signs that were damaged during the winter months were repaired. Rocks were removed daily from roads throughout the East End District. Culvert replacement was done on CR 63L. Potholes were repaired on CR's TR 1-21 and in the Placerville area. Grading was performed on CR's T60, D65, 63A, 63L, M44, 60X, 58P, P55, 55P, 62L, Z60 and 59Z. Safety meetings were performed to discuss hazards in the workplace. Vehicle and Equipment repair and maintenance was performed as necessary.

Norwood Dist 2:

The crew in Norwood spent much of the month assisting other districts in completing several projects. In District 3, the crew helped with pothole patching. In District 4, they helped with hauling gravel in the Egnar area, and with dust control in District 1. The Norwood crew graded CR R44. Sign repair was performed on CR's Z42 and 44ZS. The crew also completed the guardrail at the entrance to the Beaver Creek Boat Ramp. Tire chain storage brackets were installed in the new equipment shed. The crew also worked on moving the hydraulic hose station from the old shop into the new shop. Vehicle and equipment repairs and maintenance was performed as needed.

Districts 3 and 4 Basin and Egnar:

Crews from both districts were busy grading and adding gravel to repair numerous roads in both districts. Potholes were patched and repaired on CR's U29, 31U and H1. Weeds were mowed on several roads in the Egnar area. Gravel was hauled to CR F4E in District 4. Grading was performed on CR's U29E and 31U to prepare the surface for dust control. An operator from both District 3 and 4 spent time hauling gravel to CR U29E. One mile of CR U29 is scheduled for gravel replacement this year. Fence repair was done around the Basin Shop. One operator from the Basin area was sent to District 2 to assist with their dust control operations. Vehicle and equipment maintenance and repair was performed as needed.

The month began with winter weather and late snowfalls still occurring. Due to this pattern, crews started the summer slightly behind schedule on preparations for spring and summer projects. This had an impact as many of the surrounding counties were experiencing the same delaying road preparations for dust control. Crews managed to work between storms and when weather improved to complete most of the roads on the schedule. Several roads in the East End of the County will be completed in early June.

Several roads in the National Forest were opened to access recreation areas. Snow was cleared from the road on Last Dollar Pass to allow the road to dry. This Pass was opened to traffic late in the month. Trees and snow were cleared from Fall Creek Rd to access the Woods Lake area. Crews began working to open up the road to Beaver Park. With the snow pack still prevalent in most of the higher country, it will be later in June when most of the roads are open to traffic. Work on the remaining high country passes, Ophir, Imogene and Black Bear will be later in the spring and summer.

Hindsdale County made early calls for assistance as they made plans and preparations for the spring melt and runoff. This past winter was devastating to many area in the mountains surrounding Lake City with numerous avalanches and heavy debris deposits in their waterways. Roads, bridges and infrastructure are threatened and are going to require work to ensure they remain operational. The risk of flooding is serious with the possibility of breach of historic dams upstream from Lake City. San Miguel County Road and Bridge has been in communication with San Miguel County Emergency Services to remain up to date on the conditions and possibility of sending personnel to assist if needed.

Post inspections of snow removal permits were performed in the month of May. Considering the conditions and amount of work HOA's and their contractors were required to perform during the winter, damage to the roads during the winter were minimal. Roads on Horsefly Mesa will require a couple loads of gravel, replacement of roadside markers and some revegetation work. County Roads 58P and 60U will require some road base, grading and repair to fences and a cattle guard. Meetings with Grey Head HOA are still ongoing as we work on a larger plan to replace and rebuild numerous sections of T60 that have deteriorated throughout the years from year around maintenance. The remaining roads did not require corrective actions.

Road and Bridge met with Black Hills Energy to discuss the remaining work on the gas line relocation project at Two Rivers. Crews will be completing work that was postponed due to weather last fall. Placement of a protective structure around the new valve and gauge station, re-sloping, grading and revegetation of the hillside below the station still need to be completed.

Several roads this spring were compromised with heavy movement of hillsides above and below the road surfaces. On CR X48, crews spent several days a week removing mud that was slowly sliding onto the roadway. CR's 63L and 60M both had sections where groundwater caused failures of the road surface causing short closures until crews could make repairs and reopen the road. CR 58P has several sections where groundwater has caused soft spots in the driving surface. Rocks were applied and pressed into the surface to help solidify. Beaver Park area had sections that had washed out due to heavy snowmelt. Other areas will surely be found as snow recedes and crews begin accessing more roads.

Road and Bridge wished Mike Rozycki a happy retirement, we would like to thank him for all his support throughout the years and we will surely miss his cooperation, assistance and friendship.



AGENDA ITEM - 4.c.

TITLE:

Approval of Chair's signature on a Special Events Permit for the Norwood Roping Club to serve Fermented Malt Beverage on July 26, 2019 and July 27, 2019 at 1165 Summit Street, Norwood Colorado, (Norwood Fairgrounds)

Presented by:

Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

See attached application for a special events permit.

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

7/8/2019



Carmen Warfield <carmenw@sanmiguelcountyco.gov>

Re: SMC Fair - Band (Insurance)

1 message

Amy Markwell <amym@sanmiguelcountyco.gov>

Mon, Jul 8, 2019 at 2:05 PM

To: Lance Waring <lancew@sanmiguelcountyco.gov>, Carmen Warfield <carmenw@sanmiguelcountyco.gov>

Cc: Kris Holstrom <krish@sanmiguelcountyco.gov>, Janet Kask <janetk@sanmiguelcountyco.gov>, Hilary Cooper <hilaryc@sanmiguelcountyco.gov>, Lynn Black <lynnb@sanmiguelcountyco.gov>

Carmen,

This will have to be ratified at the BOCC meeting on 7/17

Amy

Amy T. Markwell

San Miguel County Attorney



P.O. Box 791

333 West Colorado Avenue, 3rd Flr.

Telluride, CO 81435

Tel.: 970-728-3879

FAX: 970-728-3718

amym@sanmiguelcountyco.gov

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On Thu, Jul 4, 2019 at 7:30 AM Lance Waring <lancew@sanmiguelcountyco.gov> wrote:

I agree as well.

LW

Sent from my iPhone

On Jul 3, 2019, at 1:04 PM, Kris Holstrom <krish@sanmiguelcountyco.gov> wrote:

Sounds good to me.

On Wed, Jul 3, 2019 at 1:04 PM Janet Kask <janetk@sanmiguelcountyco.gov> wrote:

Hi all,

The SMC Fair is fast approaching and will be held 7/13-21.

The Fair Board would like to have the band Neon Sky perform

at this year's Fair during the dance on Sat., 7/13, 7:00-10:00 p.m.

They are a 4-piece band and will bring their own trailer/equipment.

Their performance consists of them singing and playing instruments.

They will set up their own equipment and are low maintenance.

The BOCC has waived the insurance requirement the past few years for the bands which perform at the Fair.

The required coverage is cost prohibitive, as the bands are typically local and don't get paid enough to cover the cost of coverage.

In line with recent years, we'd like to waive the insurance requirement for the band along with their need to indemnify the County.

I've spoken with Amy Markwell and this is acceptable to her.

Patti Lell of CTSI was also consulted and said the risk is minimal and the County is covered. Therefore, she has no concerns. The County has adequate coverage and Patti is comfortable with us waiving both the insurance requirement and the indemnification clause.

Please let me know if this is acceptable to you once again.

Thanks for your consideration of this request.

Janet

--

Janet Kask, Director

Parks & Open Space, San Miguel County

P.O. Box 1170, Telluride, CO 81435

Phone: (970)369-5469, Fax: (970)728-3718

janetk@sanmiguelcountyco.gov



--



Kris Holstrom

San Miguel County Commissioner

District 3

970-708-0933



AGENDA ITEM - 4.d.

TITLE:

Ratification of approval by the County Board of Commissioners to waive the insurance requirement for the Neon Sky band to perform at the Norwood Fairgrounds on July 13, 2019, from 7:00 p.m. - 10:00 p.m.

Presented by:

Time needed:

PREPARED BY:

Janet Kask, County Parks and Open Space Director

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

Lance Waring and Kris Holstrom approved via email.

FISCAL IMPACT:

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

ATTACHMENTS:

Description

Request to waive insurance

Upload Date

7/8/2019



Carmen Warfield <carmenw@sanmiguelcountyco.gov>

Re: SMC Fair - Band (Insurance)

1 message

Amy Markwell <amym@sanmiguelcountyco.gov>

Mon, Jul 8, 2019 at 2:05 PM

To: Lance Waring <lancew@sanmiguelcountyco.gov>, Carmen Warfield <carmenw@sanmiguelcountyco.gov>

Cc: Kris Holstrom <krish@sanmiguelcountyco.gov>, Janet Kask <janetk@sanmiguelcountyco.gov>, Hilary Cooper <hilaryc@sanmiguelcountyco.gov>, Lynn Black <lynnb@sanmiguelcountyco.gov>

Carmen,

This will have to be ratified at the BOCC meeting on 7/17

Amy

Amy T. Markwell

San Miguel County Attorney



P.O. Box 791

333 West Colorado Avenue, 3rd Flr.

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amym@sanmiguelcountyco.gov

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Sent from my iPhone

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Thanks for your consideration of this request.

Janet

--

Janet Kask, Director

Parks & Open Space, San Miguel County

P.O. Box 1170, Telluride, CO 81435

Phone: (970)369-5469, Fax: (970)728-3718

janetk@sanmiguelcountyco.gov



--



Kris Holstrom
San Miguel County Commissioner
District 3
970-708-0933



AGENDA ITEM - 4.e.

TITLE:

Ratification of Chair's signature on a Business Associate Agreement with Hilltop concerning HIPPA and the requirements related.

Presented by:

Time needed:

PREPARED BY:

Wendy Crank

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

All three commissioners approved.

FISCAL IMPACT:

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

ATTACHMENTS:

Description

Business Associate Agreement

Upload Date

7/8/2019



Business Associate Agreement

This Agreement is entered into by and between Hilltop Health Services Corporation hereafter referred to as Hilltop or GVA and San Miguel County hereafter referred to as Business Associate to set forth the terms and conditions under which protected health information (PHI) including; electronic protected health information (EPHI), as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Colorado State and Federal laws and regulations, Health Insurance Portability and Accountability Act (HITECH) Omnibus Rule issued by the U.S. Department of Health and Human Services (HHS) on January 17, 2013, the Security Rule, the Privacy Rule and Regulations enacted hereunder, created or received by Business Associate on behalf of Hilltop or GVA may be used or disclosed.

This Agreement shall commence on July 1, 2019 and the obligations herein shall continue in effect so long as Business Associate uses, discloses, creates or otherwise possesses any PHI created or received on behalf of Hilltop / GVA and until all PHI created or received by Business Associate on behalf of Hilltop/GVA is destroyed or returned to Hilltop/GVA pursuant to Paragraph 16 herein.

The following terms used in this Agreement shall have the same meaning as those terms in HIPAA Colorado State and Federal laws and regulations, HITECH, Omnibus Rule, the Security Rule, and the Privacy Rule: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Business Associate –shall have the same meaning as the term “business associate” at 45 CFR §160.103, and in reference to the party to this agreement, shall be the party designated as a Business Associate in the first paragraph of this agreement.

Covered Entity –shall have the same meaning as the term “covered entity” at 45 CFR §160.103, and in reference to the party to this agreement, shall be the party designated as a Covered Entity in the first paragraph of this agreement.

Terms used herein, not defined in this Business Associate Agreement (BAA) shall have the same meaning as those terms are defined in HIPAA, Colorado State and Federal laws and regulations, HITECH, Omnibus Rule, the Security Rule, and the Privacy Rule as amended, revised or updated from time to time.

- 1) Hilltop/GVA and Business Associate hereby agree that Business Associate shall be permitted to use and/or disclose PHI created or received on behalf of Hilltop/GVA for the following purposes:
 - a) Administration, completion, and/or submission of health care claims to health plans, clearinghouses, and other third party payers.
 - b) Collection and/or alteration of fees for Hilltop/GVA.
 - c) Establishment and maintenance of business management programs for Hilltop/GVA.
 - d) Introduction, maintenance, and programming of electronic medical record systems for Hilltop/GVA.
 - e) Data analysis, quality assurance, and utilization review of Hilltop/GVA services.
 - f) Introduction, maintenance, and programming of compatible dictation systems for Hilltop/GVA.
 - g) Any other management, administration and/or financial services.
- 2) It is to be understood by all parties that the permitted uses and disclosures must be within the scope of and necessary to achieve, the obligations and responsibilities of Business Associate in performing on behalf of, or providing services to Hilltop/GVA.



- 3) Business Associate may use and disclose PHI created or received by Business Associate on behalf of Hilltop/GVA if necessary for the proper management and administration of Business Associate or to carry out legal responsibilities, provided that any disclosure is:
 - a) Required by law.
 - b) Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that:
 - (i) The PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person.
 - (ii) Business Associate will be notified of any instances of which the person is aware in which the confidentiality of the information is breached.
- 4) Business Associate hereby agrees to maintain the security and privacy of all PHI in a manner consistent with HIPAA, Colorado State and Federal laws and regulations, HITECH, Omnibus Rule, the Security Rule, and the Privacy Rule. Business Associate further agrees not to use or disclose PHI except as expressly permitted by this Agreement, applicable law, or for the purpose of managing Business Associate's own internal business processes consistent with Paragraph 2 herein.
- 5) Business Associate shall not disclose PHI to any member of its workforce unless Business Associate has advised such person (employee) of Business Associate privacy and security obligations and policies under this Agreement, including the consequences for violation of such obligations. Business Associate shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in violations of this Agreement and applicable law.
- 6) Business Associate shall not disclose PHI created or received by Business Associate on behalf of Hilltop/GVA to a person, including any agent or subcontractor of Business Associate but not including a member of Hilltop/GVA own workforce, until such person agrees in writing to be bound by the provisions of the Agreement and applicable Colorado State or Federal law.
- 7) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI not permitted by this Agreement or applicable law.
- 8) Business Associate agrees to maintain a record of all disclosures of PHI, including disclosures not made for the purposes of this Agreement. Such record shall include the date of the disclosure, the name and, if known, the address of the recipient of the protected health information, the name of the individual who is the subject of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Business Associate shall make such record available to an individual who is the subject of such information or Hilltop/GVA within five (5) working days of a request and shall include disclosures made on or after the date **that is seven (7) years after the last date of treatment, or seven (7) years after the patient reaches age eighteen (18) - whichever occurs later.**
- 9) Business Associate agrees to report to Hilltop/GVA any unauthorized use or disclosure of PHI by Business Associate or its workforce or subcontractors and the remedial action taken or proposed to be taken with respect to such use or disclosure. If a security incident or breach of PHI occurs at or by a Business Associate, the Business Associate must notify Hilltop/GVA without reasonable delay and no later than 30 days from the discovery of the breach.
 - a) The Business Associate will contact either the Risk Officer or the Chief Financial Officer at 970-242-4400.
 - b) The Business Associate is responsible for the following per the HHS reporting requirements:
 - i) Reporting the breach to the Secretary of the United States Department of Health and Human Services, per the HHS reporting requirements.
 - ii) Reporting the breach to appropriate law enforcement agencies
 - c) Hilltop/GVA retains the responsibility of reporting to media and release of any information to the public in which Hilltop/GVA is identified.
 - d) To the extent possible, the Business Associate should provide Hilltop/GVA with the identification of each individual affected by the breach as well as other information required to be provided in

notification to affected individuals.

- 10) Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from Hilltop/GVA or created or received by Business Associate on behalf of Hilltop/GVA, available to the Secretary of the United States Department of Health and Human Services (HHS), for purposes of determining the Covered Entity's compliance with HIPAA.
- 11) Business Associate acknowledges that the additional requirements of the HITECH Act (Health Information Technology for Economic and Clinical Health Act enacted as part of the American Recovery and Reinvestment Act of 2009) and the Final Rule (also known as Omnibus Rule) issued by HHS on January 25, 2013 are applicable to Business Associate as described therein. Business Associate further acknowledges restrictions on the sales and marketing of PHI without the explicit authorization of the Individual.
Within thirty (30) days of a written request by Hilltop/GVA, Business Associate shall allow a person who is the subject of PHI, such person's legal representative, or Hilltop/GVA to have access to and to copy such person's PHI in the format requested (electronic and/or paper) by such person, legal representative, or Hilltop/GVA unless it is not readily producible in such format, in which case it shall be produced in standard hard copy format.
- 12) Business Associate agrees to amend, pursuant to a request by Hilltop/GVA, PHI maintained and created or received by Business Associate, on behalf of Hilltop/GVA. Business Associate further agrees to complete such amendment within thirty (30) days of a written request by Hilltop/GVA, and to make such amendment as directed by Hilltop/GVA.
- 13) In the event Business Associate fails to perform the obligations under this Agreement, Hilltop/GVA may, at its option:
 - a) Require Business Associate to submit to a plan of compliance, including monitoring by Hilltop/GVA and reporting by Business Associate, as Hilltop/GVA, in its sole discretion, determines necessary to maintain compliance with this Agreement and applicable law. Such plan shall be incorporated into this Agreement by amendment hereto.
 - b) Require Business Associate to mitigate any loss occasioned by the unauthorized disclosure or use of protected health information.
 - c) Immediately discontinue providing PHI to Business Associate with or without written notice to Business Associate.
- 14) Hilltop/GVA may immediately terminate this Agreement and related agreements if Hilltop/GVA determines that Business Associate has breached a material term of this Agreement. Alternatively, Hilltop/GVA may choose to:
 - a) Provide Business Associate within ten (10) days written notice of the existence of an alleged material breach.
 - b) Afford Business Associate an opportunity to cure said alleged material breach to the satisfaction of Hilltop/GVA within (10) days. Business Associate's failure to cure shall be grounds for immediate termination of this agreement. Hilltop/GVA remedies under this Agreement are cumulative, and the exercise of any remedy shall not preclude the exercise of any other.
- 15) Upon termination of this Agreement, Business Associate shall return or destroy all PHI received from Hilltop/GVA, or created or received by Business Associate on behalf of Hilltop/GVA and that Business Associate maintains in any form, and shall retain no copies of such information. If the parties mutually agree that return or destruction of PHI is not feasible, Business Associate shall continue to maintain the security and privacy of such PHI in a manner consistent with the obligations of this Agreement and as required by applicable law, and shall limit further use of the information to those purposes that make the return or destruction of the information infeasible. The duties hereunder to maintain the security and privacy of PHI shall survive the discontinuance of this Agreement.
- 16) Hilltop/GVA may amend this Agreement by providing ten (10) days prior written notice to Business Associate in order to maintain compliance with Colorado State or Federal law. Such amendment shall be binding upon



- 17) Business Associate at the end of the ten (10) day period and shall not require the consent of Business Associate. Business Associate may elect to discontinue the Agreement within the ten (10) day period, but Business Associate duties hereunder to maintain the security and privacy of PHI shall survive such discontinuance. Hilltop/GVA and Business Associate may otherwise amend this Agreement by mutual written agreement.
- 18) Business Associate shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Hilltop/GVA and his/her respective employees, directors, and agents (Indemnities) from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorney's fees, including at trial and on appeal) asserted or imposed against any Indemnities arising out of the acts or omissions of Business Associate or any of Business Associate's employees, directors, or agents related to the performance or nonperformance of this Agreement.
- 19) Comply with the Security Rule with regard to EPHI; and report breaches of unsecured PHI to covered entities.
- 20) Comply with the requirements of the Privacy Rule applicable to covered entities when carrying out their obligations; and ensure that any subcontractors that create or receive PHI on behalf of the business associate agree to the same restrictions and conditions that apply to the business associate.

Business Associate Representative

<u>Kris Holstrom, Chair</u>	<u>Kris Holstrom</u>
Print Name	Signature
<u>San Miguel County, CO.</u>	<u>6/28/2019</u>
Name of Company	Date

Hilltop Health Services Corporation Representative

_____	_____
Print Name	Signature
_____	_____
Position/Title	Date



AGENDA ITEM - 4.f.

TITLE:

Ratification of Chair's signature on County Veterans Service Officer's June 2019 Report.

Presented by:

Time needed:

PREPARED BY:

Jim Botenhagen

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

It appears June is picking up and we are "back in business" . I had one contact while I was shopping at the grocery store. It never get's old visiting with someone who needs assistance.

FISCAL IMPACT:

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

ATTACHMENTS:

Description

June 2019 Veterans report

Upload Date

7/8/2019



Colorado Department of Military and Veterans Affairs
County Veterans Service Officers Monthly Report and Certification of Pay

County of SAN MIGUEL Month of JUNE 2019

GENERAL INFORMATION		REQUEST FOR MEDICAL RECORDS	
Telephone Calls	9	21-4142 & 21-4142a	
Office Visits		MILITARY RECORDS/CORRECTIONS	
Home Visits		SF180	
Outreach Visits	1	DD149	
Community Events		DD293	
Request for Medal		NA13075	
Operation Recognition		Other	
Correspondence Rec'd		NSC PENSION	
Correspondence Written		21-527EZ	
Info/Referral/Inquiries		21-8416	
VCAA Notice		WIDOWS PENSION	
State Benefits		21-534EZ	
Income Verifications		21-8416	
NEW CLAIMS INITIATED		DIC	
21-22 CVA		21-5234EZ	
21-22 others			
SC ENTITLEMENT		WAIVERS/COMPROMISE	
21-526EZ		21-5655	
21-0966 Informal		APPEALS	
21-4138		21-0985 NOD	
21-526EZ Reinstate		VA Form 9	
21-526EZ IU		VA HOME LOAN	
21-8940 IU		26-1800	

21-4192 IU Employer		INCARCERATED VETERANS	
21-4138 SMC		21-526EZ Reinstatement	
21-686c Dependency		21-4138 Apportionment	
21-674 School Attendance			
VA HEALTHCARE		INSURANCE CLAIMS	
10-10EZ		29-357	
CHAMPVA		29-4364	
		29-336 Beneficiary	
		29-4125 Lump Sum	
HOMELESS VETERANS CLAIMS		VTF REQUESTS	
Service Connection		Rental Assistance	
NSC Pension		Utilities Assistance	
VOC REHAB		Prescription Assistance	
28-1900 CH31		Food Assistance	
MISC CLAIMS		Transportation Assistance	
21-8678 Clothing Allow		Clothing Assistance	
21-4502 Adaptive Equip.		Other	
26-4555 Housing		SURVEYS	
10-0103 HISA Grant		VSO Feedback and Comment Forms Submitted	
CRSC			
BURIAL ALLOWANCE			
21P-530			
40-1330			
21-2008			
26-1817			

Certification by County Veterans Service Officer

I hereby certify, the above captioned monthly report is true and accurate. I have been paid the following amount(s) for the month of JUNE, 2019 from SAN MIGUEL county.

Salary	\$ <u>925.00</u>
Expenses	\$ _____
Office Space	\$ _____
Telephone	\$ _____
Office Supplies	\$ _____
Travel	\$ _____
Training Conference	\$ _____
Other	\$ _____

TOTAL \$ 925.00

J. Botenhausen
Signature of County Veterans Service Officer

7.1.2019
Date

Certification by County Commissioner or Designee

In accordance with CRS 28-5-707, I hereby certify the accuracy of the Report CVA-26 revised 2-15-2019:

Kris Hest County Commissioner or Designee of
SAN MIGUEL County
7/8/2019 Date

This certification, submitted monthly, properly signed and executed is considered as application for the monetary benefits to the County General Fund in accordance with 28-5-804 (2002) Colorado Revised State Statute.

Submit this form no later than the 15th day the following month.

Mail to:
Colorado Division of Veterans Affairs
Attention: Director
1355 South Colorado Blvd.
Building C, Suite 113
Denver, Colorado 80222

E.S = EMAILS SENT

E.R = EMAILS RECEIVED

VETERANS SERVICE E-MAILS JUNE 2019

E.R JUNE 1	GOETTSCHE, GREG - VET AND FAMILY RESOURCE UPDATE JUNE 2019
E.R JUNE 3	IGLESIAS, JOANNE - CVSO FEEDBACK + COMMENT FORM
E.R JUNE 4	IGLESIAS, JOANNE - VTC, VIDEO TELECONFERENCING UNIT?
E.R JUNE 6	IGLESIAS, JOANNE - APPEALS UPDATE
E.R JUNE 6	IGLESIAS, JOANNE - DIRECT NUMBER FOR ASSISTANCE - ^{JIM} POTZET
E.R JUNE 7	CARMEN WARFIELD - PO BOX ADDRESSING PROBLEMS
E.R JUNE 7	IGLESIAS, JOANNE - WESTERN REGION NEWSLETTER MAY/JUNE
E.R JUNE 10	SHANNON BRODERICK - BRAINSTORM INTERNET IN NORWOOD
E.R JUNE 10	IGLESIAS, JOANNE - FWD: CHALLENGE AMERICA MUSIC THERAPY
E.R JUNE 10	DOUG WALKER - EMPLOYMENT RIGHTS OF VETS W ^{SERVICE RELATED} DISABILITIES
E.R JUNE 11	IGLESIAS, JOANNE - CDA/VA TOWN FLOAT MOAB
E.R JUNE 12	IGLESIAS, JOANNE - FWD: FW POA MAIL
E.R JUNE 12	IGLESIAS, JOANNE - SEEKING PARTICIPANTS FOR WHEEL IN FOUNTAIN CO.
E.R JUNE 14	HEATHER ELWOOD - FINANCE REPORT
E.R JUNE 15	DOUG WALKER - EMPLOYMENT RIGHTS FOR VETS W ^{SERVICE RELATED} DISABILITIES
E.R JUNE 15	TANYA BRESTO - WE IN DIA ARE WORKING FOR CHINA'S BENEFIT
E.R JUNE 17	CARMEN WARFIELD - COUNTY MANAGER CANDIDATES
E.R JUNE 17	CARMEN WARFIELD - FINALISTS FOR COUNTY MANAGER
E.R JUNE 19	KRISTI HOWARD - INTERNAL POSTING - BUDGET JOB
E.R JUNE 19	IGLESIAS, JOANNE - DMVA DEPUTY DIRECTOR JOB ANNOUNCEMENT
E.R JUNE 21	DIANA DEBOR - 2019 CVSO ANNUAL TRAINING CONF
E.R JUNE 24	SHANNON BRODERICK - TELLURIDE PHONES DOWN
E.R JUNE 24	SHANNON BRODERICK - PHONE SYSTEM BACK UP
E.R JUNE 26	SHANNON, BRODERICK - VOICEMAIL GREETINGS HAVE BEEN ERASED
E.R JUNE 27	SHANNON BRODERICK - FWD: DESK PICS
E.R JUNE 30	EMIL SANTE - DEATH NOTIFICATION

Telephone - T, Email - E	Month of <u>JUNE 2019</u>
Contact	Services Provided
	Assistance with filling out forms and paperwork
	Benefits Representation - Filing VA Claims and appeals, Pension and Aid
	Burial Benefits, funeral benefits, Headstones and Markers
	Colorado State and Veterans Nursing Homes/Nursing home care
<u>CLARK'S MARKET</u>	Community Outreach and Advocacy Type: <u>VETERANS DISCOUNT SENIOR CITIZEN</u> <u>ON TUES. W</u>
	Medals Request, Replacement of - military records, medals, awards
	Disability Compensation
	Education and Training
	Employment Assistance, Vocational rehabilitation
	Home Loans
	Incarcerated Veterans and Homeless Veterans Initiatives
	Life Insurance
	Memorial benefits
	Operation Recognition
	Survivor benefits
	Other: _____

[Signature]
Signature of County Veterans Service Officer

7.1.19
DATE



AGENDA ITEM - 4.g.

TITLE:

Ratification of Chair's signature for the participation of the 2020 Census New Construction Program.

Presented by:

Time needed:

PREPARED BY:

Heather Widlund

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

Heather Widlund, GIS Coordination will be the Liaison. Due to the nature and timeline we were unable to get approval by each member of the board but felt it was important to our county to continue in whatever capacity necessary with the 2020 Census.

FISCAL IMPACT:

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

ATTACHMENTS:

Description

2020 Census Construction Program

Upload Date

7/8/2019

Registration Form: 2020 Census New Construction Program <i>Please complete this form and return it to the U.S. Census Bureau by email at <u>GEO.2020.NC@census.gov</u> or by using the provided prepaid envelope.</i>		Entity ID: CO08113
		Entity Name: San Miguel County
A. Participation Information (Please select option 1 or option 2)		
1. <input checked="" type="checkbox"/> YES, our government would like to participate in the New Construction Program (Select one method of participation for reference only and complete Sections B. and C.).		
<input type="checkbox"/> We will download the Geographic Update Partnership Software (GUPS) or Partnership Shapefiles (for use with our own Geographic Information System (GIS) from the website).		
<input type="checkbox"/> We will use Reference shapefiles provided by the Census Bureau (including GUPS program disc for users without GIS software on CD/DVD).		
<input type="checkbox"/> We will use Reference PDF Maps on CD/DVD.		
2. <input type="checkbox"/> NO, our government is not participating. (Check the box below if another government is responding on your behalf and complete Section B.).		
<input type="checkbox"/> Another government is participating on our behalf. (Please print government name): _____		
B. Official Responding to the New Construction Program Invitation (Please print)		
Name of Official - (First, Middle Initial, Last) Kris Holstrom		
Signature of Official <i>Kris Holstrom</i>		
Position/Title - (e.g. Commissioner, Mayor, Supervisor, etc.) chair Board of County Commissioners		
Telephone Number 970 728 3844	Email Address boec@sanmiguelcounty.co.gov	Date (mm/dd/yyyy) 07/01/2019
C. Liaison Information		
Please designate your official New Construction Program liaison (work contact) by providing the following information. (Please print)		
Name (First, Middle Initial, Last) Heather Widlund		
Position/Title (e.g. Director, Assessor, Planner, etc.) GIS coordinator		
Telephone Number 970 369 5470	Fax Number 970 728 3718	Email Address heatherw@sanmiguelcounty.co.gov
Department, Organization, or Agency Name (e.g. Planning and Zoning, Regional Planning Agency; please do not abbreviate) Geographic Information Systems		
Mailing Address (Number and Street name) PO Box 1170		
City Telluride	State CO	Zip Code 81435
Delivery Address (House number and Street name; the Census Bureau will ship all materials via FedEx. FedEx will not deliver to P.O. Box numbers or P.O. ZIP Codes.) 333 W. Colorado Ave 2nd floor GIS Dept		
City Telluride	State CO	Zip Code 81435



AGENDA ITEM - 4.h.

TITLE:

Acceptance of the WIC Program funding to purchase new computers.

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-###			Board of County Commissioner Staff
Description:			

ATTACHMENTS:

Description

WIC Program Computers award letter

Upload Date

7/8/2019



COLORADO
Department of Public
Health & Environment

Dedicated to protecting and improving the health and environment of the people of Colorado

June 19, 2019

San Miguel County Department of Health and Environment
Attn: Amy Eriksen
333 West Colorado Avenue
Telluride, Colorado 81435

Dear Amy,

San Miguel's WIC Program is receiving funding to purchase new computers.

Funding to be provided for the remainder of FFY2019 will include the following:

FFY2019 Additional WIC Funding	
Computer Purchase	\$2,500
TOTAL	\$2,500

We are currently creating contract amendments through a Grant Funding Letter. This amendment option does not require a signature at your department. Once you received the signed document from Colorado Department of Public Health and Environment (CDPHE), the money will be available to expend. We anticipate that those documents will be fully executed and back to you in mid-July.

All FY2019 contract funds, including the supplemental funding, must be expended by September 30, 2019. Unspent funds will not roll to the next fiscal year.

If you have any questions regarding the funding increases, please contact me at 303-692-2816 or email me at Kathryn.gasowski@state.co.us. Thank you.

Katy Gasowski
Fiscal Unit Supervisor - Nutrition Services



Agency	Contract	Dollars requested	Purpose	Funding Recommendation	Notes
Baca	Elissa Forgey etc	\$ 13,500.00	<p><u>CPHA is requesting an additional \$13,500.00 in funding for the Federal Fiscal Year 2019.</u></p> <p><u>We had an uncalculated increase in salary spending due our WIC Educator coming in while on maternity leave for only 2-4 days a month</u></p> <p><u>to conduct required WIC appointments during that time frame causing our salary calculation formulas to be outside previously budgeted margins</u></p>	\$13,500.00	
Broomfield	Allison Long along@broomfield.	\$ 7,000.00	<p>This fiscal year Broomfield WIC's spending has been higher than the budgeted targets, mainly due to the need to spend more administration time on unforeseen personnel issues. We are requesting supplemental funds to help cover those unforeseen costs, and recover some of the in-kind contribution required this fiscal year and to help support the cost of contractors. As a result of the turnover in staff, the WIC Director has spent more time on WIC than budgeted due to the need to serve in a gap-filling capacity, and manage the process for seeking contractors to fill the short-term/immediate need to see clients, and manage the hiring/recruiting process for the permanent positions. In addition, the WIC Director has spent time preparing a formal request to seek City/County funds to increase the Nutritionist position to full-time. At this point in the fiscal year, the budget is spent down further than was</p>	\$7,000.00	
Delta	Monica Meguiar mmeguiar@deltacc	\$ 5,000.00	<p>Delta County WIC Program would like to request a proposal for additional funds in the amount of \$5000.00. The additional amount would be appreciated to help with medical and office supplies, expenses for the breastfeeding class, outreach and educational materials.</p> <p>We are currently flat on our budget, and would definitely appreciate your consideration for Delta Clinic. Our Budget amount for the year is 107,184.00 and we are with a balance of 43032.65. Our monthly expenses are approximately between \$8854.00 to 9503.45 monthly. Our projected monthly amount should be \$8932.00, thus not allowing for expenditures needed for the above item</p>	\$5,000.00	
Dolores	Mary Randolph mrandolph@fone.n	\$ 3,500.00	<p>We would like to supplement our salary and estimate it to be approximately \$3000 for the remainder of the fiscal year that would be unfunded.</p> <p>We also have a dedicated WIC cell phone and would like to use \$30 for the next 4 months for recharging it = \$120.</p> <p>We also would like some educational materials for our clients. 1. My pregnancy handbook 25 @ \$1.99 each = 49.75. Totes 20 @ \$1.60 each = \$32.00, Color books for children 30 @ \$.52 each = \$15.60, and Potty-training handout \$9.00 for 100. Total would be: \$106.35 plus \$21.95 shipping \$128.30</p>	\$3,120.00	
Eagle	Jennie Wahrer jennie.wahrer@eag	\$ 46,994.00	<p>The requested amount is \$46,994. The additional requested funds will offset the county cost for WIC personnel and fringe above the grant award. Total county WIC personnel & fringe is \$358,400 for the fiscal year 2018/19. The total 2018/19 state grant awarded was \$234,969, a short fall of -\$234,969 for WIC personnel & fringe. The additional requested amount of \$46,994 is 20% of the short fall for personnel & fringe. The updated year to date costs for personnel & fringe invoiced through April 2019 is \$218,833.33. The updated year to date costs for travel cost is \$2,258.73. The updated year to date costs for supplies and operating expenses is \$609.62. The total cumulative invoiced to state as of April 2019 is \$218,833.33 with the budget amount remaining at \$16,135.67 or 6.86% of grant award remaining with another five months of WIC expenses.</p>	\$20,000.00	

El Paso	Sharil Catterson SharilCatterson@el	\$	5,129.00	<p>We would like to purchase 3 desk (task) chairs for staff. We have had a couple of staff members express that their chairs are not supportive enough. We are waiting for ergonomic assessments to be made, but feel that we will need to be purchasing these chairs for them. With looking up the cost of these types of chairs, we are estimating the need of up to \$500 per chair; therefore, requesting a total of \$1500 for these chairs. We are thinking this may be a little on the high end of prices for chairs.</p> <p>2. We would like to purchase new chairs to go into our classroom area that is used for classes and various meetings. If we are able to purchase the new chairs we would like to use the chairs that are presently there for clients in each of the Educator's cubicles since many of these chairs are getting very worn out. We would like to request 20 chairs with the cost of \$63.95 per chair coming to a total of \$1279.00 for chairs and ~\$250.00 for shipping with grand total of ~\$1529.</p> <p>3. We would like to purchase infant spoons to utilize in two ways:</p> <ul style="list-style-type: none"> ü Provide one to each family attending the Introducing Solid Foods classes. ü Provide for infants at the 6-8 month midcheck appointment (or any infant >6 months that doesn't have a spoon.) <p>We would like to order 250 12-packs for a total of 3000 spoons to get us through about one year of infants. The total cost for this amount will be ~\$2100.</p> <p>Cost summary of requests:</p> <ul style="list-style-type: none"> 1. Staff chairs: \$1500 2. Classroom chairs: 1529 3. Infant spoons: 2100 <p>\$5129 Total</p>	\$5,000.00	
Garfield	Christine Dolan csdolan@garfield-co	\$	50,000.00	<p>Our annual contract of \$280,207 from WIC does not cover our salary costs of approximately \$34,000 per month. Typically, we do not receive a contract reimbursement for three more months of our contract per year. As of February 2019 (our last month billed), we have \$109,313 left to bill on our contract. Our expected expenses of \$34,000 per month leaves a shortfall of \$129,000. Any relief that we can get with this cost would be helpful.</p>	\$20,000.00	
Grand County	Brene Belew-LaDuc belew@co.grand.co	\$	5,000.00	<p>Supplement personnel costs for 2018-19</p> <p>b. Since the 2008-09 contract Grand County has subsidized the WIC contract anywhere from 26% - 58%. The majority of the subsidy is for personnel costs. The supplemental monies will be used for personnel costs to provide WIC services in Grand County. In the past year we have expanded into a new clinic to provide services in Granby, where most of our clients live. This has resulted in more out of office services, therefore increased our utilization for personnel expenditures</p>	\$5,000.00	
Jefferson County	Kylie Harrison kharris@co.jeffers	\$	341,088.42	<p>We are requesting this amount of additional funding to support our current staff's salary and fringe. The additional funds would go exclusively towards salaries so we can maintain our current staffing.</p>	\$30,000.00	

Kit Carson	Dee Kaster hhsdk		- \$24,900	Our request is based on necessary personnel/operating costs to help support the integrity of our WIC program. Our contracted budget doesn't cover our personal services expenses even with our FTE cuts. It has been decreasing since FY2012 and has not accounted for the cost of living increases and the health benefits increases. In addition, our program has had to train two different high risk counselors in this fiscal year at an added cost. Our operating expenses are bare-bones.	\$15,000.00	
Larimer	Ingrid Rosoff	ir	\$ 3,361.00	Medical supplies, scale calibration, software subscription email encryption, medical services, interpretation, computer services, office supplies	\$3,361.00	
Las Animas Huerfano	Kim Gonzales	kgonzales@a-h-	\$ 5,000.00	The funds will be utilized for a for 1-2 highway billboards marketing for 3 months- with the campaign ending by September 30th 2019 the estimated cost is 3,600.00. The remaining 1,400 will be utilized for shopping cart marketing and or other grocery store specific marketing	\$0.00	Marketing and outreach to be done by state office
Lincoln	Dee Kaster hhsdk		\$ 2,750.00	From the table above, it is obvious our personal cost is 98% of our budget and that our operating costs are at a bare minimum. Administrative and medical supplies for FY2019 still need to be purchased. This budget does not allow the time for our new HR counselor to complete her new employee training. Her FTE is 0.05 which is only 2 hours per week which is needed to do her counseling with the WIC participants. Therefore, I am requesting \$2750.00 which is new employee training for the HR counselor of 80 hrs. X salary and fringe (\$31.75 + 2.43) for \$2734.31.	\$2,750.00	
Montezuma	Delilah Darland	ddarland@co.mont	\$ 6,500.00	<ul style="list-style-type: none"> Breastfeeding Supplies: \$1,500.00 Salary support for the WIC mobile van time: \$4,500.00 <p>Please note that normally we would be asking for extra funds to cover regular salary and fringe only, as we have been short for the past few years. Because of other funding, Delilah will be working in another program, saving WIC salary funding. If we were to continue our trend of salary and fringe, we would be short around \$12,000.00 this fiscal year. We have already decreased WIC hours in the past and are hoping to not have to do that in the future. We currently do not have any full-time employees in WIC. Our hope is that with some outreach, we can not only better serve our community but we can bring our numbers up. Also, possibly have numbers high enough to support our WIC staff fully in the future.</p> <ul style="list-style-type: none"> Mileage for WIC mobile Van: \$500.00 	\$1,500.00	Mobile van costs to be covered by their innovation grant

Montrose	Barb Eschrich	be	\$	3,000.00	Our very useful illuminated sign is not working, and cannot be repaired; the company that sold it is out of business so we have replace it. (It keeps flashing amber alerts from three years ago)A new electronic sign is about \$15,000, and obviously, that is not possible. So all our programs in the building will have to pitch in. As the instigator of the new sign, WIC will have precedence, and get first use e.g. , it will always say "wic is open" during our open hours. Our old one was very useful and we need the effect it produced back.	\$3,000.00		
Northeast	Jessica Lundgren jessical@nchd.org		\$	10,000.00	Requesting \$10,000.00 in additional funds. 4. Requesting an additional \$5,408.63 to be utilized for salary and fringe and \$4,591.37 to be used to pay for travel costs associated with traveling WIC staff members to the six WIC clinics across Northeast Colorado.	\$10,000.00		
Park County	Kathleen Chaffer	k	\$	1,970.00	Wages, Travel, Office supplies, scale calibration, breastfeeding promotion, training	\$1,970.00		
Prowers	Tamara Nickelsor pcpheaccountant		\$	14,827.00	Funds will be used to cover the shortage of budgeted amounts. They are as follows: Salary shortage: \$12,069 Supplies/Operating \$ 214 – Copies & Phone Indirect Rate \$ 2,544	\$14,827.00		
Rio Blanco	Alice Harvey alice.harvey@rbc		\$	9,811.62	If you take an average of the 7 months, we are incurring costs of around \$3,270.54 /month. At that rate, the grant will be out of funds by June (submitted in July). We have experienced a 75% staff turnover, which included our WIC Director and high risk counselor, and public health director. We are currently training new staff so that we can be fully operational as soon as possible, without supplemental support from Tri-County. As a remote and rural county, it is challenging to keep a program running during times of staff shortages and turnover, as training hours are limited. For example, the time I am spending training currently for WIC is competing with the time allocated to me for department administration and viability, immunizations, family planning, EPR, and all other public health programming offered in our community. The additional funds would be allocated to fund the operational (payroll and fringe benefits, travel) our local WIC coordinator Mary Dillon, and my WIC training as the interim public health director/public health nurse. I plan to have all WIC training completed by June if time allows.	\$9,811.62		

[illegible]



AGENDA ITEM - 4.i.

TITLE:

Ratification of Chair's signature as the Board of Commissioners and as San Miguel County Housing Authority for a re-recorded Amended and Restated Deed Restriction and Covenant with Mountain Sunflowers LLC, Unit D, Lot O, The Residences/Businesses at the Top of the Hill Subdivision/PUD, due to a correction to the language within document.

Presented by:

Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

See attached. Previously approved 6/19/2019 Contract #2019-066

FISCAL IMPACT:

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

ATTACHMENTS:

Description

Correct version

Upload Date

7/8/2019

** Rerecorded to correct the language
within the document.*

**AMENDED AND RESTATED
DEED RESTRICTION AND COVENANT
Multi-Family Housing**

THIS AMENDED AND RESTATED DEED RESTRICTION AND COVENANT ("Covenant") is entered into as of this 22nd day of May, 2019 ("**Effective Date**"), by and among the following persons and parties:

1. The County of San Miguel, State of Colorado acting by and through its Board of County Commissioners, whose address is P.O. Box 1170, 333 W. Colorado Ave., 3rd Floor, Telluride, Colorado 81435 ("**County**");
2. The San Miguel County Housing Authority, whose address is P.O. Box 1170, 333 W. Colorado Ave., 3rd Floor, Telluride, Colorado 81435 ("**County Housing Authority**");
3. Mountain Sunflowers LLC, (individually or collectively, "**Subject Property Owner**"), whose current mailing address is as follows: P.O. Box 3566, Telluride, Colorado 81435.

4. The County, County Housing Authority, and Subject Property Owner are sometimes individually referred to as a "**Party**" and sometimes collectively as the "**Parties**." The Parties hereby agree as follows:

RECITALS

The Parties acknowledge and agree to the following Recitals and further agree that each Recital: (a) forms a portion of the basis of this Covenant; and (b) is incorporated in this Covenant.

A. This Covenant is intended to help preserve a sufficient supply of Deed Restricted Property to meet the needs of locally employed residents of the Telluride R-1 School District while allowing customary free-market (unrestricted) practices to influence the sale and/or rental of Deed Restricted Property as much as possible.

B. The Subject Property Owner is the current, fee simple owner of Unit D, Lot O, The Residences/Businesses at Top of The Hill, Subdivision/PUD pursuant to the Subdivision Governing Documents, San Miguel County, Colorado ("**Subject Property**").

C. The County granted its approval for the Subdivision within which the Subject Property is included, which approvals include the County PUD/Subdivision Approvals and other relevant approvals ("**County Approvals**"). The Subject Property is located within the Subdivision.

D. Through the implementation of the County Approvals, certain covenants may have been placed on the Subject Property, including the Original Plat Note. The Original Plat Note was intended to govern certain aspects of the ownership, use and occupancy of the Subject Property by requiring all such ownership, use and occupancy to comply with certain provisions of the San Miguel County Land Use Code, specifically the guidelines, rules and regulations contained in LUC Section 5-1305.

E. In addition to LUC Section 5-1305, LUC Section 5-1306 also applies to the Subject Property and governs certain specific aspects of the ownership, use and occupancy of the Subject Property.

F. For purposes of simplicity and use in this Covenant, the Parties agree that for definitional purposes, the Original Plat Note, LUC Section 5-1305, LUC Section 5-1306 and any other related documents, instruments or agreements restricting ownership, use and occupancy of the Subject Property, if any, are collectively referred to herein as the **“Original Deed Restriction.”**

G. The Original Deed Restriction continues to encumber the Subject Property and constitutes a covenant and restriction burdening the Subject Property and running with title to Subject Property.

H. The Parties intend that the purpose of this Covenant is to: (a) terminate and extinguish the Original Deed Restriction, except with respect to any Option to Purchase and/or any Co-Borrower Agreement; and (b) substitute the terms, conditions and restrictions contained in this Covenant for the terms, conditions and restrictions contained in the Original Deed Restriction, except with respect to any Option to Purchase and/or any Co-Borrower Agreement, which shall continue to be effective pursuant to its original terms and conditions. This Covenant, upon its execution by the Parties and recording in the public records of the San Miguel County Clerk and Recorder, shall hereafter govern certain of the terms and conditions of ownership, use and occupancy of the Subject Property by the Subject Property Owner, and the Subject Property Owner’s heirs, successors and assigns as addressed herein.

I. For the purposes set forth above and herein, the Subject Property Owner, the Subject Property Owner’s heirs, successors and assigns, and all persons acquiring an interest in the Subject Property, whether or not it shall be so expressed in any deed or other instrument of conveyance, shall be deemed to covenant and agree during the period of their ownership interest in the Subject Property, to hold their interest(s) subject to the covenants and restrictions contained in this Covenant, which shall be deemed to run with title to the Subject Property for the specified duration of the Covenant.

J. The Parties recognize and agree that the Subject Property may be included in one or more common interest ownership communities, each of which is governed by a Homeowners’ or Condominium Owners Association, and that the Homeowners’ or Condominium Owners Association has promulgated certain governing documents, including, without limitation, the Subdivision Governing Documents, that may further affect the use of the Subject Property. Nothing herein is intended to alter or diminish the respective duties and obligations of the Subject Property Owner to comply with any terms and conditions of such Subdivision Governing Documents that may be more restrictive than the terms and conditions of this Covenant.

K. Capitalized terms shall have the meanings set forth in Section 12 of this Covenant if not otherwise defined herein.

COVENANT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated in this Covenant as substantive provisions, the mutual covenants, restrictions and equitable servitudes stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby represent, covenant and agree as follows:

Section 1. Deed Restriction.

1.1. Termination of Original Deed Restriction.

1.1.1. Except as provided for below, all components of the Original Deed Restriction: (a) are each hereby forever terminated, extinguished and vacated and will no longer be considered a covenant or restriction burdening the Subject Property or binding the Subject Property

Owner; (b) shall no longer have any force, effect, or legal significance with respect to the ownership, use and occupancy of the Subject Property; and (c) is replaced by this Covenant.

1.1.2. The foregoing provisions of Section 1.1.1 notwithstanding, the Parties intend that any Option to Purchase or Co-Borrower Agreement recorded before the Effective Date shall not be altered, amended, modified, terminated or otherwise extinguished by the execution of this Covenant and that the Option to Purchase will continue to apply to and affect the Subject Property in accordance with the terms and conditions stated in the Option to Purchase.

1.1.3. The foregoing provisions of Section 1.1.1 notwithstanding, the Parties further intend that: (a) no substantive rights of a Lender, if any existed under the Original Deed Restriction, are intended to be altered, amended, modified, terminated or otherwise extinguished by the execution of this Covenant; (b) no consent by the Lender is required by the County or is being obtained in connection with the execution of this Covenant; and (c) should a Lender at any time during the Term determine that Lender's consent was required for this Covenant and the failure to obtain such Lender consent was determined to be an event of default under the documents evidencing the Secured Obligation, the Parties intend that this Covenant shall be terminated and extinguished from the Subject Property and that the Original Deed Restriction shall automatically apply to and become a covenant against the Subject Property until such time as Lender executes and delivers its consent to this Covenant. The Parties agree to cooperate and assist each other in executing any document necessary to evidence the reversion of the Covenant in the event of an objection by Lender.

1.2. Establishment of the Covenant.

1.2.1. As of the Effective Date, the terms and conditions of this Covenant shall completely and conclusively govern the ownership, use and occupancy of the Subject Property relative to the subject matter herein.

1.2.2. No subsequent changes that may be made to the Original Plat Note, or to LUC Sections 5-1305 or 5-1306 will have any affect or impact to this Covenant, including the ownership, use and occupancy of the Subject Property.

1.2.3. The Subject Property Owner shall not permit any ownership, use or occupancy of the Subject Property except in compliance with this Covenant.

1.2.4. The terms and conditions of this Covenant reflect the complete and entire understanding of the Parties with respect to the matters addressed herein and no other documents, laws, regulations, guidelines and the like shall be applied against Subject Property Owner in connection with its use of the Subject Property that purport to modify or amend the terms and conditions of this Covenant.

1.3. Term. The "**Term**" of this Covenant shall commence on the Effective Date and shall continue until May 18, 2042 ("**Expiration Date**"). At the option of the County, the duration of this Covenant may be extended after the Expiration Date for an additional period of fifty (50) years after public hearing and comment on the proposed extension. Any other amendment must be agreed to in writing by all Parties as provided for in this Covenant.

1.4. Administration and Enforcement. This Covenant shall be administered by the County or its designee (“**Administrator**”). This Covenant shall be enforceable by the County by any appropriate legal or equitable action, including but not limited to specific performance, injunction, abatement or eviction of non-complying Subject Property Owners or Occupants, or such other remedies and penalties as may be specified in this Covenant.

1.5. Termination. This Covenant shall not terminate except upon the occurrence of any one of the following events, at which time this Covenant shall be deemed to have automatically expired and either Party may, but need not, record a termination statement evidencing the termination:

1.5.1. Expiration. Expiration of the Term of this Covenant as set forth in Section 1.3.

1.5.2. Foreclosure. If an Option to Purchase has been executed and recorded, this Covenant may terminate in the manner provided for in the Option to Purchase.

1.5.3. By the County. The County expressly reserves the right to terminate this Covenant, including but not limited to the right to vacate and extinguish the effect of the terms, conditions, covenants and restrictions as it relates to the Subject Property by recording a “Termination of Amended and Restated Deed Restriction Covenant” in the Official Records executed by all of the then Subject Property Owners of the Subject Property and by the County.

1.6. Limitation on Amendments to Covenant.

1.6.1. This Covenant shall not be amended or modified without the prior, written consent of the Subject Property Owner and the County, in their respective, sole and exclusive discretion. Any proposed modification to this Covenant shall be first referred to all applicable Association’s governing the Subject Property and the Association(s) shall be given a reasonable opportunity to review and comment on the proposed amendment prior to its execution.

1.6.2. Nothing herein shall preclude the County from amending LUC Sections 5-1305 and 5-1306 from time to time, provided that no such amendments to LUC Sections 5-1305 and 5-1306 shall apply to or otherwise affect the use, ownership or occupancy of the Subject Property unless this Covenant is amended in writing to incorporate such amendments as agreed to by the Subject Property Owner and the County.

1.7. Subject to Market Forces. Except as specifically stated in this Covenant, resale of the Subject Property is subject to normal market forces. Nothing herein shall be construed to constitute a representation or guarantee by the County that on resale the Subject Property Owner shall obtain any profit or return on investment. The Subject Property Owner hereby recognizes, acknowledges and understands that neither the County nor the Administrator is required or obligated in any manner to aid the Subject Property Owner in receiving any particular resale price. The Subject Property Owner further recognizes, acknowledges and understands that depending on market conditions at the time of resale, the Subject Property Owner may incur a loss upon resale of the Subject Property.

1.8. Price Appreciation Caps. The County will not enter into any agreement with the Subject Property Owner that imposes a Price Appreciation Cap on the Subject Property, unless the applicable Association(s) expressly agrees to such Price Appreciation Cap in writing. This provision does not preclude San Miguel County, as an owner, from negotiating a profit sharing requirement or

any other mechanism to recoup its expenditure of funds during the resale of the Affordable Housing unit.

Section 2. Purchasing the Subject Property.

2.1. Limitation on Purchase. Purchase of the Subject Property is limited to Qualified Purchasers and their Spouses. The Administrator shall approve an Ownership Applicant as a Qualified Purchaser if the Ownership Applicant satisfies: the **Owner of Multi Family Units** standard. The Ownership Applicant must submit documentation sufficient for the Administrator to verify that he or she meets the applicable standard.

2.2. Owner of Multi Family Units. Any person, group, organization, agency or other entity may own one or more Affordable Housing "Multi-family Units" unless Ownership Applicant owns other single-family residential deed-restricted property in the R-1 School District. Ownership Applicant must be in full compliance with the terms and conditions of its existing deed restrictions and covenants before certification by Administrator as Qualified Purchaser.

2.2.1 Subject Property shall be occupied by a Qualified Occupant. Owner is under a mandatory obligation to occupy or rent the Subject Property according to these Guidelines. Failure to maintain occupancy of the Subject Property according to these Guidelines shall be deemed a material breach of this lease.

2.3. Co-Borrower. A person who does not meet the requirements for approval as a Qualified Purchaser, but who is necessary as a co-borrower in order for an Ownership Applicant to obtain financing, may be listed on title to the Subject Property provided that: (1) the Ownership Applicant provides the Administrator with a letter from the Lender stating the co-borrower's name and relationship to the Ownership Applicant, and that the co-borrower is necessary and must be listed on title in order for the Ownership Applicant to obtaining financing to purchase the Subject Property; and (2) the Ownership Applicant and the co-borrower enter into a Co-Borrower Agreement providing that, in the event the co-borrower takes full title to the Subject Property for any reason, the co-borrower shall notify the Administrator immediately, and shall either sell the Subject Property to a Qualified Purchaser or otherwise comply with the terms of this Covenant within one year of the date that the co-borrower takes full title.

Section 3. Owner Occupancy of Subject Property. If the Subject Property Owner intends to continue to occupy the Subject Property as his or her Primary Residence, Subject Property Owner must qualify as a Qualified Occupant by the Administrator and maintain qualification in conformance with Section 7 and the definitions herein.

Section 4. Renting the Subject Property.

4.1. Subject Property Owner Approval to Rent. The Subject Property Owner may rent or lease the Subject Property, or any portion of the Subject Property, in accordance with the terms of this Section 4. If the Subject Property Owner intends to continue to occupy the Subject Property as his or her Primary Residence and will share occupancy with the Qualified Tenant(s) then the Administrator shall issue a written approval or denial of the Rental Applicant to the Subject Property Owner within five business days of the submission Rental Applicant's complete application. If the Subject Property Owner does not intend to occupy the Subject Property as his or her Primary Residence then the Subject Property Owner must comply with any other requirements pursuant to this Covenant. All potential Occupants must submit a Rental Application and receive approval as a Qualified Tenant prior to occupying the Subject Property.

4.2. Rental Regulations. Any advertisement to rent the Subject Property shall specify that all potential renters must receive approval as a Qualified Tenant prior to occupying the Subject Property. The Subject Property Owner shall provide the Administrator with a fully executed copy of the lease or other occupancy agreement no later than ten business days after it is fully executed. The Subject Property Owner may not lease the Subject Property for a term of less than six (6) months.

4.3. Limitation on Rental Occupants. Occupancy of the Subject Property pursuant to a lease, rental, or other occupancy agreement, is limited to Qualified Tenants. The Administrator shall approve a Rental Applicant as a Qualified Tenant if the Rental Applicant: (1) is earning Qualifying Income for an average of at least thirty hours per week, or (2) demonstrates an intent to earn Qualifying Income for an average of at least thirty hours per week. The Rental Applicant must submit documentation sufficient to verify compliance with the requirements for approval as a Qualified Tenant.

4.4. No County Liability. Nothing herein requires, or shall be construed to require the County or the Administrator, or any officer, director, employee, agent, designee, assignee, or successor thereof, to protect or indemnify the Subject Property Owner against any loss attributable to rental, including but not limited to non-payment of rent or damage to the Subject Property; nor shall the County or the Administrator, or any officer, director, employee, agent, designee, assignee, or successor thereof, be responsible for locating a Qualified Tenant to occupy the Subject Property in the event that the Subject Property Owner is unable to find a Qualified Tenant, or if a Qualified Tenant fails to occupy the Subject Property for the entire term of the lease.

Section 5. Selling the Subject Property.

5.1. Listing the Subject Property. In the event the Subject Property Owner desires to sell the Subject Property, the Subject Property Owner shall submit written notice to the Administrator of their intent to sell the Subject Property, which notice must be submitted at least five days prior to offering the Subject Property for sale. The Subject Property Owner may sell the Subject Property for sale by owner or list and sell the Subject Property through a real estate broker licensed in the state of Colorado.

5.2. County Transfer Fee. Upon closing, the seller shall pay a County Transfer Fee to the County in an amount equal to 1% of the sales price. If the fee imposed by this Section 4.2 is not paid when due, then the fee, all costs of collection of the fee, and interest on the unpaid balance at a rate of 8% per year or at the statutory interest rate in C.R.S. § 5-12-102, as amended, whichever is less, shall constitute a perpetual lien on the Subject Property. The County may foreclose this lien in the same manner as property tax liens of the County.

Section 6. Continuing Ownership.

6.1. Limitation on Continuing Ownership. Ownership of the Subject Property is limited to Qualified Owners as qualified. The Administrator may, at any time: (1) require the Subject Property Owner to verify that he or she is a Qualified Owner, (2) require the Subject Property Owner to verify that any Occupant is a Qualified Occupant, (3) require the Subject Property Owner to verify that he or she has not defaulted in any Secured Obligation related to the Subject Property, and/or (4) require the Subject Property Owner to verify that he or she is otherwise fully compliant with this Covenant. The Subject Property Owner shall be given a reasonable time to respond to such requests.

6.2. **Approval of Multi-family Owner as Qualified Owner.** The Administrator shall approve a Subject Property Owner as a Qualified Owner if the Subject Property Owner satisfies the Multi-Family Unit Owner Standard.

6.3. **Multi-Family Unit Owner Standard.** The Subject Property Owner supplies documentation that the Administrator acknowledges is sufficient to verify the following:

(a) The Subject Property Owner occupies the Subject Property subject to Section 3 above; OR

(b) The Subject Property Owner rents the Subject Property to a Qualified Occupant, subject to a minimum six (6) months lease, who meets the Continuing Residence Standard in 7.2. below and meets the Continuing Employment Standard in 7.3 below; and

(b) The Subject Property Owner is in full compliance with all other deed-restriction covenants in R-1 School District.

6.4. **Multiple Residential Units.** In the event there is more than one residential dwelling unit in the Subject Property, Subject Property Owner may occupy one such residential dwelling unit and rent the other subject to the terms and conditions in paragraph 4.

Section 7. Continuing Occupancy: The Administrator shall approve a Subject Property Owner as a Qualified Occupant if the Subject Property Owner satisfies: (1) the Continuing Residence Standard, and (2) the Continuing Employment Standard.

7.1 Continuing Residence Standard. The Subject Property Occupant has occupied the Subject Property as his or her Primary Residence for at least eight of the twelve months immediately preceding the Compliance Date, as evidenced by documentation the Administrator may request, or, if acceptable to the Administrator, by an affidavit affirming the same.

7.2 Continuing Employment Standard. The Subject Property Occupant supplies documentation that the Administrator acknowledges is sufficient to verify at least one of the following.

(a) The Subject Property Occupant has earned Qualifying Income for at least 1032 hours of the twelve months immediately preceding the Compliance Date and is currently earning Qualifying Income.

(b) The Subject Property Occupant is Retired.

(c) The Subject Property Occupant is at least 55 years of age and has maintained Primary Residence in the Telluride R-1 School District for a total of at least twenty years and has owned property subject to the County, Town of Telluride or Town of Mountain Village deed restriction, in compliance with the terms of such applicable deed restriction, for the five years immediately preceding the Compliance Date.

(d) The Subject Property Occupant is the Spouse of a Qualified Occupant.

(e) The Subject Property Occupant is the surviving Spouse of a deceased Qualified Occupant.

7.3 Transfer of Title. The Subject Property Owner must receive approval from the Administrator prior to entering into or executing any transaction that conveys title to an interest in the Subject Property, including but not limited to transfer of title to an Estate Planning Entity.

7.4 Exemptions for Subject Property Owner Occupant. If the Subject Property Owner Occupant supplies documentation sufficient to verify any of the following, he or she shall be exempt from the Continuing Residence Standard, the Continuing Employment Standard, or both in accordance with the terms and conditions set forth below. If any of the circumstances below arise, Subject Property Owner is required to advise Administrator within thirty (30) days of the triggering event.

7.4.1. Beneficiary Owner. The Subject Property Owner is a Beneficiary Owner. A Beneficiary Owner must enter into a new covenant with ninety (90) days of acquiring the Subject Property

7.4.2. Co-Borrower. The Subject Property Owner is on title to the Subject Property as a Co-Borrower pursuant to Section 2.3. A Co-Borrower who is a Subject Property Owner shall be exempt from the Continuing Residence and Continuing Employment Standards as long as he or she is compliant with the terms of the Co-Borrower Agreement and is not an Occupant.

7.4.3. Absence for Less than One Year.

(a) Subject Property Owner Occupant. The Subject Property Owner Occupant will be absent from the Four County Region for a period of time greater than four months but not greater than one year; provided that the Subject Property Owner notifies the Administrator at least one month before starting the leave of absence, and the Administrator acknowledges receipt of the notification and sufficiency of the provided documentation. The Subject Property Owner Occupant shall be exempt from both the Continuing Residence and Continuing Employment Standards for one year after the date the Subject Property Owner Occupant begins the leave of absence. The Subject Property Owner Occupant must receive approval as a Qualified Occupant no later than six months after returning from the leave of absence.

(b) Non-Owner Qualified Tenant and Non-Owner Qualified Occupant. No Qualified Tenant or Qualified Occupant who is not also the Qualified Owner shall receive an exemption from either the Continuing Residence or the Continuing Employment Standards for any absence for a period of time greater than four months. No Tenant shall be allowed to sublet the Subject Property without an exception pursuant to Section 9, below.

7.4.4. Military Service. The Subject Property Owner Occupant will be absent from the Four County Region due to United States military orders, provided that: (1) the Subject Property Owner Occupant notifies the Administrator within five days of receiving the United States military order, and the Administrator acknowledges receipt of the notification and sufficiency of the provided documentation; (2) the Subject Property Owner Occupant maintains the Subject Property as their legal residence for tax purposes; (3) if the Subject Property Owner Occupant is registered to vote in San Miguel County at the time they receive the military orders, the Subject Property Owner Occupant maintains voter registration in San Miguel County; and (4) the Subject Property Owner Occupant receives approval as a Qualified Owner within one year after he or she is no longer under such United States military orders. The Subject Property Owner Occupant shall be exempt from both the Continuing Residence and Continuing Employment Standards for as long as the Subject Property Owner Occupant is unable to meet the standards due to United States military orders.

7.4.5. Family Medical Need. The Subject Property Owner Occupant does not, or will not reside, at the Subject Property in order to care for an Immediate Family member who has a Serious Health Condition, as defined in the Family and Medical Leave Act, 29 U.S.C. § 2611, as amended, provided, however, that the Subject Property Owner Occupant notifies the Administrator at least one month after he or she no longer occupies the Subject Property as his or her Primary Residence, and the Administrator acknowledges receipt of the notification and sufficiency of the provided documentation, which documentation, except as prohibited by applicable law, shall include

documentation from the Immediate Family Member's Health Care Provider, as defined in the Family and Medical Leave Act, 29 U.S.C. § 2611, as amended, evidencing the need for the Subject Property Owner Occupant's absence. The Subject Property Owner Occupant must receive approval as a Qualified Owner Occupant within one year of when the Family Medical Need ceases.

7.4.6. Disability. The Subject Property Owner Occupant is Disabled, provided, however, that the Subject Property Owner Occupant notifies the Administrator within one month of when he or she no longer meets the Continuing Employment Standard and the Administrator acknowledges receipt of the notification and sufficiency of the provided documentation. The Subject Property Owner Occupant shall be exempt from the Continuing Employment Standard for as long as the Subject Property Owner Occupant is Disabled. The Subject Property Owner Occupant shall also be exempt from the Continuing Residence Standard for six months after the date he or she provides the Administrator with the notice required herein.

7.5 Exemption for Subject Property Occupant. Military Service. If the Subject Property Occupant supplies documentation sufficient to verify that he or she shall be absent from the Four County Region due to United States military orders, he or she shall be exempt from the Continuing Residence Standard, the Continuing Employment Standard, or both in accordance with the terms and conditions set forth below. Subject Property Occupant is required to advise Administrator within thirty (30) days of the triggering event. Sufficient documentation must establish that: (1) the Subject Property Occupant notified the Administrator within five days of receiving the United States military order, and the Administrator acknowledges receipt of the notification and sufficiency of the provided documentation; (2) the Subject Property Occupant maintains the Subject Property as their legal residence for tax purposes; (3) if the Subject Property Occupant is registered to vote in San Miguel County at the time they receive the military orders, the Subject Property Occupant maintains voter registration in San Miguel County; and (4) the Subject Property Occupant receives approval as a Qualified Occupant within one year after he or she is no longer under such United States military orders. The Subject Property Occupant shall be exempt from both the Continuing Residence and Continuing Employment Standards for as long as the Subject Property Occupant is unable to meet the standards due to United States military orders.

Section 8. Continuing Occupancy for Subject Property Owners and Occupants.

8.1. Limitation on Continuing Occupancy. Occupancy of the Subject Property is limited to Qualified Occupants. The Administrator may, at any time, require any Occupant to verify that he or she is a Qualified Occupant and/or is otherwise fully compliant with this Covenant. The Owner of the Affordable Housing Multi-family Unit is responsible for Limiting occupancy only to Qualified Tenants and Occupants.

8.2. Approval as a Qualified Occupant. The Administrator shall approve an Occupant as a Qualified Occupant if the Occupant provides documentation that the Administrator acknowledges is sufficient to verify that the Occupant: (1) is under twenty-one years of age; and (2) is a member of the Qualified Occupant's Immediate Family; (3) is Disabled; or (4) is earning Qualifying Income for an average of at least thirty hours per week. Examples of such documentation are set forth in the Procedures.

8.3. Effect of Failure to Receive Approval as Qualified Occupant. In the event an Occupant fails to receive approval as a Qualified Occupant, such failure shall constitute a violation of this Covenant by the Occupant, the Subject Property Owner and the Qualified Tenant who is named on the Lease for the Subject Property.

Section 9. Ownership of Other Multi-family Units Allowed.

9.1. Any person, group, organization, agency or other entity may own one or more Affordable Housing "Multi-family Units" defined below, Definitions, Section 14.28.

Section 10. Ownership of Other Residential Property Prohibited.

Prohibition for Subject Property Occupants. Subject Property Occupants as well as their Spouses and Dependents, if any, may not own more than a 10% interest, direct or indirect, in other Residential Property in the Telluride R-1 School District. This prohibition includes partial or full corporate ownership established to provide a beneficial interest sufficient to permit the use and occupancy by the owner or part owner of such property. Except as otherwise provided in this Section 8, and unless granted an exception pursuant to Section 9, failure to comply with this Section 8.1 is a violation of this Covenant and shall be addressed in accordance with the provisions of Section 10 of this Covenant.

Section 11. Exceptions.

11.1. Purchase, Rental, Ownership and Occupancy Requirements. Any: (1) Ownership Applicant, Rental Applicant, Subject Property Owner or Occupant who does not meet one or more of the requirements for approval as a Qualified Purchaser, Qualified Tenant, Qualified Owner, or Qualified Occupant, respectively, may apply to the Administrator for an exception to any such requirement. The Administrator shall refer a copy of the proposed exception to any Association governing the Subject Property and the Association shall be given a reasonable opportunity to review and comment on the proposed exception prior to final review and action.

11.2. Prohibition on Ownership of Other Residential Property. Any Subject Property Occupant, or Occupants' Spouse or Dependent, who owns Residential Property in violation of Section 7.1, may apply to the Administrator for an exception, if needed.

11.3. Standards for Granting an Exception. The Administrator shall not grant an exception except upon a finding that the person requesting the exception has established compelling circumstances, which shall not include financial hardship, justifying the requested exception; and that granting the requested exception is consistent with the purpose and intent of this Covenant. When considering whether the requested exception is consistent with the purpose and intent of this Covenant as stated in Recital A, the Administrator shall consider the following guidance:

11.3.1. Stable Resident Population. This Covenant is intended to help preserve a stable resident population, strong sense of community, and socio-economic mix in the Telluride Region by ensuring a sufficient supply of housing that is affordable and responsive to the diverse needs of the various segments of the community employed in the Telluride R-1 School District.

11.3.2. Deed Restricted Property Market. This Covenant creates a housing market for employees in whose sales rental prices directly relate to the income earned by those who live and work in the Telluride R-1 School District while allowing customary free-market practices to influence the sale and rental of Deed Restricted Property as much as possible. Exceptions to this Covenant should be allowed only when the exception will not affect the correlation between local income levels and sales prices.

11.3.3. Consistency and Uniformity. Consistency and uniformity is of vital importance. It is only through consistent and uniform application of this Covenant that the Deed Restricted Property market will remain properly defined, thus allowing free-market forces to accurately regulate the sales prices of Deed Restricted Property.

Section 12 Violations and Remedies.

12.1. Notification of Violation. In the event an alleged violation of this Covenant is discovered, whether pursuant to a procedure or provision herein, from a citizen complaint, or by other means, the Administrator shall send a written notice of such violation to all Subject Property Owners of the Subject Property, and if applicable, to Occupants of the Subject Property. The notice shall state: (1) the nature of the alleged violation; (2) the specific provisions of this Covenant that the Subject Property Owner and/or Occupant has allegedly violated; (3) the steps required by the Subject Property Owner and/or Occupant to cure the violation; (4) the remedies that the County may pursue if the alleged violation is not cured; (5) the reasonable timeframe within which the Subject Property Owner and/or Occupant must cure the alleged violation; (6) that the Subject Property Owner and/or Occupant has a right to request a hearing before the Administrator to determine the merits of the allegations and to discuss potential remedies; (7) that the Subject Property Owner and/or Occupant must notify the Administrator that he or she requests such a hearing no later than fifteen days after receiving the notice; and (8) that the alleged violation will be considered conclusively determined if the Subject Property Owner and/or Occupant does not request such a hearing. The failure to request a hearing shall constitute the failure to exhaust administrative remedies for the purpose of judicial review.

12.2. Public Hearing. All materials that any party wants the Administrator to consider at a hearing pursuant to Section 11.1 must be submitted to the Administrator no later than ten working days before the date of the hearing. Unless prohibited by law, all submitted materials will be included in the public record for the hearing. At the conclusion of the hearing, the Administrator shall: (1) find the alleged violation conclusively determined, (2) find that the alleged violation lacks merit, or (3) continue the hearing to a specified date and time.

12.3. Definitions. The following definitions shall apply to this Section 12.

12.3.1. Appraised Value. The value of the Subject Property arrived at by the process described in Section 9.4.1.

12.3.2. Violation Date. The date on which a violation is conclusively determined.

12.4 Procedure for Subject Property Owner to Cure Violation. If a violation is conclusively determined with respect to the Subject Property Owner, the Subject Property Owner shall have one year from the Violation Date to cure the violation.

12.4.1. Appraisal. If the Subject Property Owner has not cured the violation within nine months after the Violation Date, the Subject Property Owner shall immediately retain a real property appraiser licensed in the State of Colorado to provide a value of the Subject Property at the Subject Property Owner's expense. The Subject Property Owner shall provide that value to the Administrator no later than ten months after the Violation Date and the Administrator shall inform the County of the Subject Property Owner's submitted value. If the County does not dispute the Subject Property Owner's submitted value, then that value shall be deemed the Appraised Value. If the County does dispute the accuracy of the Subject Property Owner's submitted value, the County shall retain its own licensed real property appraiser to appraise the value of the Subject Property at the County's expense. If the two values differ by \$10,000 or less, the average of the two values shall be deemed the Appraised Value. If the two values differ by more than \$10,000, the two appraisers shall select a third appraiser to appraise the Subject Property at the equal expense of the Subject Property Owner and the County, and the average of the three values shall be deemed the Appraised Value. If the Subject Property Owner fails to submit their value within the required time period, the Administrator shall so notify the County and the County shall

retain its own licensed real property appraiser to appraise the value of the Subject Property at the Subject Property Owner's expense and that value shall be deemed the Appraised Value.

12.4.2. Sale of Subject Property to Cure Violation. If the Subject Property Owner has not cured the violation within one year after the Violation Date, then the Subject Property Owner shall immediately list the Subject Property for sale at a price not to exceed 90% of the Appraised Value and shall accept the first offer that complies with the Complying Offer Terms. If the accepted offer does not result in a sale of the Subject Property, then the Subject Property Owner shall accept the next offer that meets the Complying Offer Terms until either the Subject Property is sold or the Subject Property Owner otherwise cures the violation.

12.4.3. Further Price Reductions. If the Subject Property Owner has not cured the violation within fifteen months after the Violation Date, the Subject Property Owner shall immediately lower the listing price of the Subject Property, which shall not exceed 90% of the Appraised Value, by an amount that is 3% of the Appraised Value, and shall continue to lower the listing price of the Subject Property by the same amount (3% of the Appraised Value) every three months thereafter until the Subject Property is sold or the Subject Property Owner otherwise cures the violation; except, however, the Subject Property Owner is not required to lower the listing price below 60% of the Appraised Value. If the Subject Property Owner fails to comply with the provisions of this Section 9, the County may, at its option, purchase the Subject Property for 75% of the Appraised Value.

12.4.4. Procedure for Occupant to Cure Violation. If a violation is conclusively determined with respect to an Occupant, the Occupant shall have sixty days from the date that the Occupant received the notice required by Section 11.1 to cure the violation. If the Occupant has not cured the violation at the end of this sixty-day period, then the Occupant shall immediately vacate the Subject Property. An Occupant's violation of this Covenant also constitutes a violation by the Subject Property Owner and the Qualified Tenant who is named on the Lease for the Subject Property, if applicable.

12.4.5. Noncompliant Transfer Voidable. Title to the Subject Property, whether in whole or in part, shall not be sold or otherwise conveyed except in accordance with this Covenant. In the event the Subject Property is sold or otherwise conveyed in any manner that is not in accordance with this Covenant, such sale or conveyance shall be voidable at the County's option. If such sale or conveyance is declared void it shall confer no title whatsoever upon the purported transferee.

12.4.6. Additional Remedies. In the event of default by any Party, to any section of this Covenant, any other Party to this Covenant, following notice and opportunity to cure, may pursue all available remedies, including but not limited to an action for specific performance, injunctive relief and/or damages. The remedies provided for herein are cumulative in nature. Personal jurisdiction and venue for any civil action commenced by any Party to this Covenant, whether arising out of or relating to this Covenant, will be deemed to be proper only if such action is commenced in the District Court for San Miguel County, Colorado. This Covenant shall be governed by and construed in accordance with the laws of the State of Colorado. The prevailing Party in any action arising from this Covenant shall recover their costs, fees and expenses, including reasonable attorney fees and expert witness fees, from the other Party. No failure by any Party hereto to exercise any right that it may have pursuant to this Covenant shall be deemed a waiver of that right, or of the right to demand exact compliance with the terms of this Covenant, or of any other right expressly or implicitly granted herein.

Section 13. Documentation and Notices.

13.1. Documentation. The Administrator must be able to verify the truth and authenticity of any documentation submitted pursuant to this Covenant, and may refuse to accept any documentation that is not reasonably verifiable by an independent and reliable source. Furthermore, the submitted

documentation must be reasonably sufficient for the Administrator to find that, as a whole, it establishes compliance with the applicable standard or requirement. Any person who submits documentation pursuant to this Covenant shall submit an affidavit along with the documentation, stating that all such documentation is true and accurate. If any documentation is determined to be inaccurate, the person who submitted such documentation is subject to disqualification from the application and/or approval process.

13.1.1. Privilege or Disclosure Otherwise Prohibited by Law. Any person who, in connection with the procedures contained in this Covenant, references customers and/or clients with whom he or she has a relationship that is subject to a legal privilege, such as the attorney-client, therapist-client, or physician-patient privilege shall not, in any event, be required to disclose the names or any other identifying information of such customers and/or clients. In this case, the person shall provide all of the required documentation but shall rename all clients as "Client 1," "Client 2," etc. Furthermore, no person shall be required to submit or disclose any documentation, the submission or disclosure of which is prohibited by law.

13.1.2. Confidentiality. The Administrator shall review and maintain all financial information, business client information, and any other information required by law to be kept confidential, that is submitted pursuant to the terms of this Covenant, in absolute and strict confidence. Under no circumstance shall any such confidential information be purposefully disclosed in any manner to any person other than the County, the Administrator the San Miguel County Attorney, the San Miguel County Administrator, or any other person or entity with the consent of the person who submits the information, provided that such disclosure is not otherwise prohibited by law.

13.2 Notices. Any notice in connection with this Covenant shall be in writing, addressed to the appropriate Party, and shall be delivered in person, by overnight delivery or courier service, or by the United States Postal Service certified mail, return receipt requested, and with adequate postage prepaid. Such notice shall be deemed delivered at the time of personal delivery, or, if mailed, on the date postmarked, but if mailed the time period for any required response shall run from the date of receipt by the addressee, as evidenced by the return receipt. Rejection or other failure by the addressee to accept the notice, or the inability to deliver the notice because of a change of address of which no notice was given, shall be deemed receipt of the notice on the third day following the date postmarked. The addresses of the Parties to which notice is to be sent shall be those set forth below. A Party may change their address only by providing written notice of such change to all other Parties.

<p><u>If to Subject Property Owner:</u></p> <p>See address listed above in introductory paragraph</p>	<p><u>If to County:</u></p> <p>Mailing Address: Office of the County Attorney P.O. Box 791 Telluride, CO 81435 Phone: 970-728-3879 Fax: 970-728-3718 Email: attorney@sanmiguelcounty.org</p>
	<p><u>If to Administrator:</u></p> <p>San Miguel Regional Housing Authority 820 Black Bear Road P.O. Box 840 Telluride, CO 81435 Phone: 970-728-3034 Fax: 970-728-5371 Email: smrha@telluridecolorado.net</p>

13.3. County Assistance and Financial Counseling upon Default of Secured Obligation.

Any Subject Property Owner who receives notification of a past due payment(s), a default in payment, or a default of any other obligation due or to be performed pursuant to a Secured Obligation, shall notify the Administrator, who shall in turn notify the County no later than two weeks after the Subject Property Owner received such notification. Subject to availability of funds, the County may, in its sole discretion, provide temporary financial assistance and/or financial counseling to the Subject Property Owner, which assistance shall be subject to terms and conditions the County deems necessary, including, but not limited to provisions for the Subject Property Owner to repay the County. A Subject Property Owner is encouraged to make the Administrator aware of these circumstances as early as possible to best allow the County to determine if any such assistance is feasible, it being recognized that the longer the default exists, the less likely it is that the County can provide assistance. Nothing herein shall obligate the County to provide such assistance.

Section 14. Definitions.

The Parties acknowledge and agree to the following definitions and further agree that each definition: (a) forms a portion of the basis of this Covenant; and (b) is incorporated in this Covenant. As used in this Covenant, the following definitions shall be given the meaning ascribed to the term as the same are stated below:

14.1. Administrator. The County or the County's designee.

14.2. AMI. The area median income for San Miguel County, Colorado based on the most recently published area median income limits established by the United States Department of Housing and Urban Development.

14.3. Application Fee. The fee, in an amount set by County resolution, paid to the Administrator to process any application submitted pursuant to this Covenant.

14.4. Assets. With respect to any person or entity, anything that has tangible or intangible value, including property of all kinds, both real and personal; includes among other things, patents and causes of action that belong to any person, as well as any stock in a corporation and any interest in the estate of a decedent; also, the entire property of a person, association, corporation, or estate that is applicable or subject to the payment of debts. Assets shall include funds or property held in a living trust or any similar entity or interest, where the person has management rights or the ability to apply the assets to the payment of debts. Except, however, Assets shall not include pension plans, 401a plans, 401k plans, IRAs, or other similar retirement accounts, provided that the Applicant is not eligible to take a distribution therefrom without penalty.

14.5. Beneficiary Owner. A Subject Property Owner who acquires title to the Subject Property as the result of the death of the deceased Subject Property Owner, whether through joint tenancy, a will, the intestacy provisions of the Colorado probate code or other applicable law, or the provisions of an Estate Planning Entity.

14.6. Co-Borrower Agreement. An agreement by which a person is permitted to be on title to the Subject Property without otherwise meeting the terms for approval as a Qualified Purchaser or Qualified Owner in order to assure that a Qualified Purchaser or Qualified Owner is able to secure a loan.

14.7. Compliance Date. The date on which the Administrator notifies the Subject Property Owner and/or Occupant(s) that he or she must verify compliance with the terms of this Covenant and receive approval as a Qualified Owner or Qualified Occupant.

14.8. Complying Offer Terms. An offer to acquire the Subject Property that is for cash (eg. does not require Subject Property Owner to carry back seller-financing) that is equal to or exceeds the current listing price of the Subject Property, and that proposes a closing of not later than 90 days from the offer date.

14.9. Contract Price. The price of the Subject Property as identified on a Colorado Real Estate Commission approved form for the purchase and sale of the Subject Property that is fully executed between the current Subject Property Owner and any given Ownership Applicant.

14.10. Contributing Occupant. An Occupant who is, or who will be, contributing funds towards the acquisition of the Subject Property or towards payments on a Secured Obligation encumbering the Subject Property.

14.11. County. The County of San Miguel, State of Colorado, acting by and through its Board of County Commissioners or as the San Miguel County Housing Authority.

14.12. County PUD/Subdivision Approvals. The approvals granted for the Lawson Hill Subdivision/PUD by the County and reflected by the Subdivision Governing Documents as well as by certain resolutions concerning the Lawson Hill Subdivision/PUD recorded in the Official Records.

14.13. County Transfer Fee. A fee in an amount equal to one percent of the Contract Price that the seller of the Subject Property shall pay to the Administrator upon closing of a sale of the Subject Property.

14.14. Deed Restricted Property. Any property in unincorporated San Miguel County that is subject either to the Original Deed Restriction, or to a real covenant, equitable servitude, or other agreement in favor of the County, and restricting the ownership, use and occupancy of such property to persons who satisfy certain requirements, terms, and/or qualifications.

14.15. Dependent. Any person who can be claimed as a Qualifying Child or Qualifying Relative on another's federal tax return.

14.16. Disabled. A person who receives Social Security Disability, Worker's Compensation for Permanent Total Disability, and/or disability payments through any other official state or federal disability program.

14.17. Domestic Partnership. A relationship between two individuals of the same or opposite sex in which: (1) each individual is at least eighteen years of age; (2) neither individual is legally married to another person or in a Domestic Partnership with another person; (3) the individuals are not related by blood closer than would bar marriage in the state of Colorado; (4) the individuals share a mutual obligation of support and responsibility for each other's welfare; and (5) the individuals are financially interdependent as documented by at least two of the following arrangements: (a) common ownership of real property or a common leasehold interest in real property; (b) common ownership of a motor vehicle; (c) a joint bank account or a joint credit account; (d) designation as a beneficiary for life insurance or retirement benefits, or under a will; (e) assignment of durable power of attorney; or (f) such other proof that the Administrator deems sufficient to establish financial interdependency.

14.18. Estate Planning Entity. A trust, family limited partnership or similar entity created and funded by a Qualified Owner and controlled by such Qualified Owner until that Qualified Owner's death or disability.

14.19. Four County Region. San Miguel County, Montrose County, Ouray County and Dolores County, all in the State of Colorado.

14.20. Homeowners' Association or Condominium Association ("Association"). An association of owners organized under § 38-33.3-301, C.R.S., as amended.

14.21. Household Non-Qualifying Income. The combined Non-Qualifying Income of all Applicants, their Spouses, and Contributing Occupants.

14.22. Household Qualifying Income. The combined Qualifying Income of all Applicants, their Spouses, and Contributing Occupants.

14.23. Immediate Family. A person's parents, Spouse, children, and siblings; and a person's Spouse's parents, children and siblings. The terms "parents," "children," and "siblings" includes step-relatives, adopted/adoptive relatives and foster relatives.

14.24. Lender. An individual or company that has loaned funds to the Subject Property Owner for the purpose of financing some portion of the Subject Property Owner's acquisition of the Subject Property, which loan is secured by a Secured Obligation duly recorded against the Subject Property.

14.25. Liabilities. With respect to any person or entity, the total amount owed on obligations that legally bind the person or entity to settle a debt.

14.26. Live-work Housing. A multi-family structure located within the Low Intensity Industrial (I) Zone containing Affordable Housing dwelling units, and industrial space. The number of industrial units may not exceed the number of Affordable Housing dwelling units in each structure. A Live-work Housing Unit is considered "Multi-Family Unit."

14.27. LUC. The San Miguel County Land Use Code.

14.28. Multi-family Unit. A dwelling unit in a structure containing three (3) or more such units not including hotels and lodges, but including town houses, with accessory use facilities limited to an office, laundry, recreation facilities and off-street parking used by the occupants. One or more dwelling units located within an office, retail or service commercial building, including Live-work Housing Unit(s), shall be considered multi-family dwelling unit(s).

14.29. Net Assets. With respect to any person or entity, Assets minus Liabilities.

14.30. Non-Qualifying Income. All income that is not Qualifying Income. With respect to any person or entity, Non-Qualifying Income includes, but is not limited to, any money, and the cash value of any goods or services in lieu of money, received from any source whatsoever, including but not limited to remuneration for labor, products or services; money received from governmental assistance programs; tax refunds; prize winnings; gifts; pensions; investments; and money, or goods or services in lieu of money, received from any other source. Except, however, Non-Qualifying Income shall not include any of the following: (a) income taxed by the federal government but not distributed to such person or entity, or funds distributed to cover the anticipated tax liability of the non-distributed income, but only to the extent that such funds do not exceed the tax liability of the non-distributed income; or (b) equity from the proceeds of a sale of the Ownership Applicant's previous Primary Residence that was sold within the twelve months immediately preceding the date that the Administrator receives the Ownership Applicant's Purchase Application or (c) a gift or any other funds up to 30% of the Contract Price of the Subject Property.

14.31. Occupant. Any person who occupies the Subject Property as his or her Primary Residence.

14.32. Official Records. The official records of the Clerk and Recorder of San Miguel County, Colorado.

14.33. Option to Purchase. A separately executed and recorded agreement providing the County with an option to purchase the Subject Property under certain specified circumstances. The Subject Property may or may not be subject to an Option to Purchase. As stated in Section 1.1, this Covenant does not affect the rights of any party to any Option to Purchase and does not affect the rights of any Lender.

14.34. Original Plat Note. That certain plat note included on the County PUD/Subdivision Approvals for the Subdivision, which plat note restates LUC § 5-1304 as it existed on the date the plat was recorded.

14.35. Ownership Applicant. Any person who desires to purchase the Subject Property and who submits a Purchase Application and pays the appropriate Application Fee.

14.36. Primary Residence. A person's principal or primary home or place of abode, meaning that home or place of abode in which a person's habitation is fixed and to which that person, whenever absent, has the present intention of returning after a departure or absence therefrom, regardless of the duration of such absence. In determining what is a person's principal or primary home or place of abode, the following circumstances relating to such person may be taken into account: business pursuits, employment, income sources, residence for income or other tax purposes, age, marital status, residence of Immediate Family, if any, leaseholds, situs of personal and real property, and motor vehicle registration.

14.37. Procedures. The uniform procedures adopted pursuant to Section 13.3.

14.38. Public Sector Employer. The state of Colorado and its agencies and entities, counties, cities, cities and counties, municipal corporations, quasi-municipal corporations, school districts, and irrigation, reservoir, and drainage conservation companies or districts organized and existing under the laws of the state of Colorado.

14.39. Purchase Application. The form that an Ownership Applicant submits to the Administrator to request approval as a Qualified Purchaser, and which requires certain documentation and information necessary to determine if the Ownership Applicant satisfies the requirements for approval as a Qualified Purchaser. The Ownership Applicant must verify that all information provided in the Purchase Application is true and accurate. If any of the information is determined inaccurate or non-verifiable, the Ownership Applicant may be subject to disqualification.

14.40. Qualified Occupant. Any person who occupies the Subject Property as his or her Primary Residence in compliance with this Covenant.

14.41. Qualified Owner. Any person or entity with an ownership interest in the Subject Property, who maintains such ownership in compliance with this Covenant as provided for in Section 5; or the County, the Town of Telluride, or the Town of Mountain Village.

14.42. Qualified Purchaser. An Ownership Applicant who has received approval pursuant to the terms of this Covenant to purchase the Subject Property; or the County, the Town of Telluride, or the Town of Mountain Village.

14.43. Qualified Tenant. A Rental Applicant who has received approval pursuant to the terms of this Covenant to occupy the Subject Property pursuant to a rental or lease agreement executed by the Rental Applicant and the Qualified Owner. A person who receives approval as a Qualified Tenant must meet the requirements for approval as a Qualified Occupant for as long as they occupy the Subject Property.

14.44. Qualifying Income. Income earned from employment that either requires one's physical presence in the Telluride R-1 School District or that necessitates one's physical presence in the Telluride R-1 School District in order to provide goods or services to residents or visitors in the Telluride R-1 School District.

14.45. Rental Applicant. Any person who desires to occupy the Subject Property pursuant to a lease or rental agreement to be executed by the Rental Applicant and a Qualified Owner, and who submits a Rental Application and pays the appropriate Application Fee.

14.46. Rental Application. The form that a Rental Applicant submits to the Administrator to request approval as a Qualified Tenant, which requires certain documentation and information necessary to determine if the Rental Applicant satisfies the requirements for approval as a Qualified Tenant. The Rental Applicant must verify that all information provided in the Rental Application is true and accurate. If any of the information is determined to be inaccurate or non-verifiable, the Rental Applicant may be subject to disqualification.

14.47. Residential Property. (1) An individual residential dwelling that is developed with open yards on all sides of the dwelling unit, including all manufactured housing (pursuant to C.R.S. 30-28-115(3)) and all mobile homes on permanent foundations, but not including recreational or other wheeled vehicles; (2) a residential dwelling unit in a structure containing two or more such units, the living spaces of which are individually owned, the balance of the property (both land and building) is owned either in common by the owners of the individual units or by an association consisting of such owners; (3) one of at least two individually owned, unconnected residential dwelling units located on property owned either in common by the owners of such units or by an association consisting of such owners; or (4) a legally created parcel of land shown with a separate and distinct number or letter on a subdivision plat recorded in the Official Records, or a parcel described by metes and bounds with access to at least one dedicated public right-of-way and held under separate ownership; and that is zoned for Residential Use.

14.48. Residential Use. Real property that is used or legally could be used for non-commercial dwelling purposes.

14.49. Retired. A person who is more than 59 years of age and is receiving pension benefits, retirement benefits, IRA disbursements, or Social Security retirement benefits.

14.50. Secured Obligation. Any payment or other material obligation due to be performed under a promissory note secured by a deed of trust, mortgage, or other security instrument, encumbering the Subject Property.

14.51. Spouse. One's husband or wife by lawful marriage, or a person with whom one is a member of a Domestic Partnership.

14.52. Subdivision. The subdivision of land reflected in the County PUD/Subdivision Approval, which was established pursuant to the Subdivision Governing Documents.

14.53. Subdivision Governing Documents. The Subdivision was created pursuant to that certain General Declaration and Final Plat(s), as the same may be amended or supplemented from time to time, as described on attached **Exhibit "A"**.

14.54. Subject Property Owner. The person(s) or entity identified as such in this Covenant, inclusive of his/her/their heirs, successors, personal representatives, assigns, designees, lessees, licensees, grantees, transferees, or any other person or entity who has a present right to possess, use or convey a legally recognized and protected interest in the Subject Property.

14.55. Telluride Region. The area identified as such in the San Miguel County Master Plan.

14.56. Total Household Assets. The combined Net Assets of all Ownership Applicants and Contributing Occupants.

Section 15. General Provisions.

- a. **Recording of Covenant.** This Covenant shall be recorded in the Official Records upon execution.
- b. **Covenant Running With the Land - Binding Effect.** Each and every conveyance of the Subject Property, for all purposes, shall be deemed to include this Covenant and to fully incorporate all terms of this Covenant by this reference. This Covenant constitutes a real covenant and equitable servitude that runs with the Subject Property through the expiration of the Term and burdens the Subject Property for the benefit of the County, and shall be binding on the Subject Property Owner, and on the heirs, personal representatives, assigns, lessees and licensees, any transferee of the Subject Property Owner, and any other person or entity who becomes the Subject Property Owner of the Subject Property.
- c. **Procedures.** The Parties recognize and agree that the County may from time to time adopt uniform procedures intended to further implement the provisions of this Covenant, including the administration of appeals to any decision rendered pursuant to this Covenant. The Procedures shall not materially differ from or alter any of the terms and conditions of this Covenant. Prior to adoption of the Procedures, the County shall make materials available for reasonable public review and comment and reasonable notice of the proposed action and right to review and comment shall be given the Subject Property Owner. The Procedures, when adopted, shall be made available at the County and Administrator offices.
- d. **Further Actions.** The parties to any agreement contemplated under this Covenant agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Covenant or any agreement or document relating hereto or entered into in connection herewith.
- e. **Gender and Number.** Whenever the context so requires in this Covenant, the neuter gender shall include any or all genders and vice versa, and the use of the singular shall include the plural and vice versa.
- f. **Non-discrimination.** No person shall be discriminated against on the basis of race, national origin, sex, color, creed or physical infirmity.
- g. **Personal Liability.** The Subject Property Owner shall be personally liable for any violations of this Covenant.
- h. **Severability.** Should a court of competent jurisdiction find and determine that a specific provision or provisions of this Covenant are legally void, invalid, or otherwise unenforceable, such specific provision or provisions shall be deemed to be severable from the remainder of this Covenant, which shall remain legally valid and in full force and effect.
- i. **Successors.** Except as otherwise provided herein, the provisions and covenants contained in this Covenant shall inure to and be binding upon the heirs, successors and assigns of the Parties.
- j. **Waiver.** No claim of waiver, consent or acquiescence with respect to any provision of this Covenant shall be valid against any Party hereto, except on the basis of a written instrument

executed by the Parties hereto. Nothing in this Covenant shall be deemed to waive or otherwise limit any defenses or immunities that may be available to the County or the Administrator under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101. et seq., or other applicable law.

- k. **Counterparts.** This Covenant may be executed in multiple counterparts or by legible facsimile copy, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same instrument. The facsimile transmission of a signed copy hereof or of any notice to be given to the other Party or his or her agent, shall be considered valid and constitute a signed original. A signed "hard copy" of the Covenant shall not be necessary, but may be executed by the Parties.
- l. **No Third Party Benefit.** Except as herein provided, no person or entity, other than a Party to this Covenant, shall have any right of action under this Covenant. It is the express intent of the Parties hereto that any person or entity who is not a Party to this Covenant, but who receives services or benefits under this Covenant, shall be deemed an incidental beneficiary only.
- m. **Integration.** This Covenant constitutes the entire integrated understanding of the Parties regarding the subject matter set forth herein and no prior or contemporaneous promise, representation, term, condition, or understanding shall be of any legal force or effect, unless embodied herein in writing, or in a written amendment mutually agreed to by the Parties.
- n. **Captions.** Captions are for convenience only and are not to be construed as defining or limiting in any way the scope of intent of the provisions of such Sections.

o. IN WITNESS WHEREOF, the Parties have executed this Covenant as of the Effective Date.

The persons executing this Covenant on behalf of the respective Parties to this Covenant hereby warrant and affirm their authority to enter into this Covenant on behalf of the named Parties hereto and warrant and affirm their authority to bind the named Parties hereto to all terms, conditions, and obligations contained in this Covenant.

SAN MIGUEL COUNTY, COLORADO:
BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF SAN MIGUEL,
STATE OF COLORADO

By: Kris Holstrom Date: 7/8/2019
BOCC, Kris Holstrom, Chair

ATTEST: Carmen L. Warfield
Carmen L. Warfield, Chief Deputy Clerk

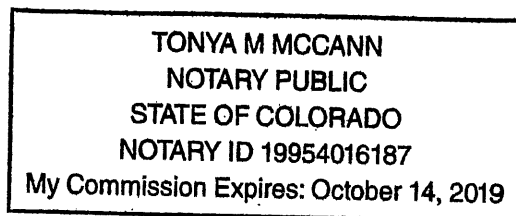
STATE OF COLORADO)
) ss.
COUNTY OF SAN MIGUEL)

Acknowledged, subscribed and sworn to before me this 8th day of July, 2019, by
Kris Holstrom, as Chair of the Board of Commissioners of San Miguel
County, Colorado, and by Carmen L. Warfield, as Chief Deputy Clerk to the Board
of County Commissioners of San Miguel County, Colorado.

Witness my hand and official seal.

Tonya M McCann
Notary Public

Oct 14, 2019
Date Commission Expires



ADMINISTRATOR:

SAN MIGUEL COUNTY HOUSING AUTHORITY

By: Kris Holstrom
Chair

Date: 7/8/2019

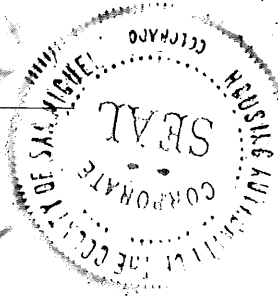
STATE OF COLORADO)
) ss.
COUNTY OF SAN MIGUEL)

Acknowledged, subscribed and sworn to before me this 8th day of July, 2019, by
Kris Holstrom, as Chair of the San Miguel County Housing Authority.

Witness my hand and official seal. Oct 14, 2019 Date Commission Expires

Tonya M McCann
Notary Public

TONYA M MCCANN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19954016187
My Commission Expires: October 14, 2019



SUBJECT PROPERTY OWNER :

By: [Signature]

Date: 7/1/19

Darcie M. Gordon, manager
Print: Darcie M. Gordon, as Manager of Mountain Sunflowers LLC

STATE OF COLORADO)
) ss.
COUNTY OF SAN MIGUEL)

Acknowledged, subscribed and sworn to before me this 1st day of July, 2019, by Darcie M. Gordon, as Manager of Mountain Sunflowers LLC

Witness my hand and official seal.
[Signature]
Notary Public

06/28/20
Date Commission Expires

ROBIN M. WATKINSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19964010389
My Commission Expires June 28, 2020

Exhibit "A"
(Subdivision/PUD Governing Documents)

Final Plats for Lot P Lawson Hill Subdivision/PUD:

- (1) Plat for Lawson Hill, described as Lawson Hill, Phase 1, recorded on April 16, 1992, at No. 276370 in Plat Book 1 at page 1272;
- (2) Plat for Lawson Hill, described as Lawson Hill, Phase 2, recorded on May 18, 1992, at No. 276936 in Plat Book 1 at page 1282;
- (3) Insubstantial Amendment to Plat, recorded on September 11, 1992, at No. 279392 in Plat Book 1 at page 1353;
- (4) Replat of Lot J in Lots J1 and J2, recorded November 6, 1992, at No. 280738 in Plat Book 1 at page 1373;
- (5) Subdivision Exemption for Lot Line Adjustment, Lots 36A, 36B & tract 508-A, Phase 1 &2, recorded on January 8, 1993, at No. 282137 in Plat Book 1 at page 1398;
- (6) Replat of Lot 211 into Lots 211A and 211B, recorded October 7, 1993, at No. 287768 in Plat Book 1 at page 1564;
- (7) Map, described as Lawson Hill Retaining Wall, Lots 14-18, recorded on January 21, 1994, at No. 289986 in Plat Book 1 at page 1626;
- (8) Second Insubstantial Amendment to Plat, recorded on July 5, 1995, at No. 299682 in Plat Book 1 at page 1887;
- (9) Plat for Lawson Hill P.U.D. Phase 9, recorded July 14, 1995, at No. 299816 in Plat Book 1 at page 1891;
- (10) Substantial Plat Amendment of Lot 322, Phase 5, (Lots 322A & B), recorded December 12, 1995, at No. 302283 in Plat Book 1 at page 1959;
- (11) Final Plat, Rezoning and Substantial P.U.D. Amendment to Lots 426 & Tract 509, recorded December 19, 1995, at No. 302452 in Plat Book 1 at page 1960;
- (12) Rezoning and Substantial Amendment to Lawson Hill Final Plat and PUD, Lots 11, 12 and 13, Phase One and Two and Lot 425, Phase 9, recorded February 8, 1996, at No. 303353 in Plat Book 1 at page 1995;
- (13) Substantial Plat Amendment to Lot F, Lawson Hill, Filing 6, recorded February 15, 1996, at No. 303470 in Plat Book 1 at page 1998;
- (14) Subdivision Exemption for Essential Community Facilities for Lot 425, Phase 9, recorded April 25, 1996, at No. 304826 in Plat Book 1 at page 2037;
- (15) Lawson Hill PUD, Phase 12, recorded April 25, 1996, at No. 304827 in Plat Book 1 at page 2039;
- (16) Final Plat, Lawson Hill PUD, Phase 11, (Lots 314-316), recorded May 3, 1996, at No. 305016 in Plat Book 1 at page 2046;
- (17) Insubstantial Amendment to Lot 26, Phase One and Two, recorded May 7, 1996, at No. 305068 in Plat Book 1 at page 2047;
- (18) Second Substantial Amendment to the Final Plat of Lot B, Phase 2, recorded July 11, 1996, at No. 306255 in Plat Book 1 at page 2071;
- (19) Telecam/Ilium Subdivision Exemption for Lot Line Adjustment between Lots P, 426, Q, Q-1. Tract 503, Preliminarily Platted Lot T, Tract 509, and Final Plat of Tract 509A, and Insubstantial Plat Amendment for Lot P, recorded September 11, 1996, at No. 307391 in Plat Book 1 at page 2105;
- (20) Substantial Plat Amendment to Final Plat of Lot 425A, Phase 9, recorded September 12, 1996, at No. 307393 in Plat Book 1 at page 2111;

- (21) Subdivision Exemption for a Lot Line Adjustment Between Lot P, Phase 9 and Lot 426, Phase 10, recorded May 15, 1997, at No. 312262 in Plat Book 1 at page 2238;
- (22) Third Amendment to the Planned Community Map for Two Rivers Located on Lot P, Phase 9, Third Amendment to the Planned Community Map for Two Rivers Located on Lot P, Phase 9, (Lot C, Tracts 22, 23, 24 and 26), recorded July 29, 1997, at No. 313585 in Plat Book 1 at page 2261;
- (23) Condominium Map for Sunshine Valley Condominiums Located on Lot P, Phase 9, recorded August 15, 1997, at No. 313918 in Plat Book 1 at page 2273;
- (24) Second Amendment to the Condominium Map for Top of the Hill at Lawson Hill, Located on Lot O, Phase 1, recorded March 20, 1998, at No. 317668 in Plat Book 1 at page 2339;
- (25) Condominium Map for Ridgeview at Lawson Hill, Located on Lot O, Phase 1, recorded March 20, 1998, at No. 317670 in Plat Book 1 at page 2340;
- (26) Substantial Plat and PUD Amendment for Lots 406, 425-4 and 302-9/10, recorded July 28, 1998, at No. 320232 in Plat Book 1 at page 2410;
- (27) Substantial Plat and PUD Amendment for Lots O, P, 314 and 315, recorded March 16, 1999, at No. 324971 in Plat Book 1 at page 2511;
- (28) Subdivision Exemption for a Single Lot Split for Lot 400, recorded April 26, 1999, at No. 325920 in Plat Book 1 at page 2540;
- (29) Substantial Plat and PUD Amendment for Lots 404, 405, 406, 407, 408, 414, 415, 417, 418, 421, 422 and 425-4, recorded May 10, 1999, at No. 326303 in Plat Book 1 at page 2548;
- (30) Insubstantial Amendment to the Final Plat of Lot 33A, recorded June 2, 1999, at No. 326925 in Plat Book 1 at page 2576;
- (31) Substantial Plat/PUD Amendment and Lot Line Adjustment of Lots 408, 414 and 425-4, Phase 9, (Lot 410), recorded August 2, 1999, at No. 328259 in Plat Book 1 at page 2604;
- (32) Substantial Plat/PUD Amendment, Rezoning, Lot Line Adjustment and Road Standard Variance for Lots 6A, 6B, 316, 302-6 and Units 314-11, 314-12, 314-13, 315-1 and 315-2 of Elk Meadows , recorded October 28, 1999, at No. 330139 in Plat Book 1 at page 2628;
- (33) Road Standard Exemption and Substantial Plat and PUD Amendment for Lot O, recorded December 21, 2000, at No. 338713 in Plat Book 1 at page 2840;
- (34) Road Standard Exemption and Substantial Plat and PUD Amendment for Lot P, recorded December 21, 2000, at No. 338714 in Plat Book 1 at page 2842;
- (35) Final Plat of Tract 501, Phase 13, recorded July 27, 2001, at No. 342838 in Plat Book 1 at page 2908;
- (36) Insubstantial Plat Amendment of Lot 31, recorded November 14, 2001, at No. 345085 in Plat Book 1 at page 2961;
- (37) Community Map for Ridgeview at Top of the Hill at Lawson Hill Subordinate Association, (Lot O, Unit 1), recorded December 18, 2001, at No. 345802 in Plat Book 1 at page 2974;
- (38) Supplemental Community Map, Condominium Community of Rio Vistas, Phase II, at Top of the Hill at Lawson Hill Subordinate Association, Located on Lot O, Phase 1, recorded March 14, 2002, at No. 347699 in Plat Book 1 at page 2984;
- (39) Fifth Supplement to the Condominium Map for Unit SV140 Sunshine Valley Condominiums Located on Lot P, Phase 9, recorded March 15, 2002, at No. 347719 in Plat Book 1 at page 2992;
- (40) Subdivision Exemption for Lot Line Adjustment and an Insubstantial Plat Amendment for Lots 5B and 6, recorded June 18, 2002, at No. 349809 in Plat Book 1 at page 3033;
- (41) Subdivision Exemption for a Single Lot Split in an Existing Subdivision and Amendment to the Map for

- Elk Meadows, Located on Lot 314, Phase 11, recorded November 22, 2002, at No. 353265 in Plat Book 1 at page 3077;
- (42) Insubstantial Plat/PUD Amendment, Lot 322-A, recorded December 6, 2002, at No. 353578 in Plat Book 1 at page 3085;
 - (43) Substantial Plat/PUD Amendment for Unit SV-141, Sunshine Valley Condominiums, Located on Lot P, recorded January 15, 2003, at No. 354410 in Plat Book 1 at page 3095;
 - (44) Subdivision Exemption for a Single Lot Split in an Existing Subdivision and Amendment to the Map for Elk Meadows, Located on Lot 314, Phase 11, (314 -2 &3), recorded April 21, 2003, at No. 356713 in Plat Book 1 at page 3126;
 - (45) Correction Plat of Subdivision Exemption for a Single Lot Split in an Existing Subdivision and Amendment to the Map for Elk Meadows, Located on Lot 314, Phase 11, (314-2 &3), recorded June 27, 2003, at No. 358311 in Plat Book 1 at page 3156;
 - (46) Subdivision Exemption for a Lot Line Adjustment to Adjust Lot Lines Between Tract 503 and Lot Q and Insubstantial Plat Amendment to Eliminate Preliminary Platted Lot T, recorded July 11, 2003, at No. 358629 in Plat Book 1 at page 3158;
 - (47) Subdivision Exemption for Single Lot Split for Lot 309, and Lot Line Adjustment for Lot 309, Tract 509 and Tract 511 , Phase 5, (509, 511,309-1-11), recorded September 17, 2003, at No. 360316 in Plat Book 1 at page 3186;
 - (48) Lawson Hill PUD, Phase 14, Final Plat and a Replat of Lots J1 and J2, Filing 1 and a Replat of Tract 501, Filing 13, recorded October 9, 2003, at No. 360995 in Plat Book 1 at page 3199;
 - (49) Insubstantial Plat/PUD Amendment to Lots J1 and J2, A-1 and Tract 501-W, recorded November 17, 2003, at No. 362028 in Plat Book 1 at page 3211;
 - (50) Subdivision Exemption for Lot Line Adjustment of Tracts 501 and 505 and Final Plat of Tract 505, recorded January 21, 2004, at No. 363535 in Plat Book 1 at page 3226;
 - (51) Lawson Hill PUD, Phase 15, (502, 503-A, 508, 509-B & C, HI and L), recorded October 14, 2005, at No. 378712 in Plat Book 1 at page 3545;
 - (52) Lot HUB-2AF, A Subdivision Exemption for Lot Line Adjustment and Insubstantial Plat/PUD Amendment of Lot HUB-2A and Lot HUB-2F, According to the Subdivision Exemption for Single Lot Split and Insubstantial Amendment for Lot A-1, recorded July 14, 2006, at No. 385327 in Plat Book 1 at page 3682;
 - (53) Insubstantial Amendment to Tract 503, recorded September 26, 2006, at No. 387097 in Plat Book 1 at page 3734;
 - (54) Subdivision Exemption for Lot Line Adjustment for Tract 503, 509B and 509C, recorded September 26, 2006, at No. 387099 in Plat Book 1 at page 3735;
 - (55) Substantial PUC and Plat Amendment to Final Plat for Lots 440, 441, 442, 443, 444, Tract 516 and Lot2 Q-2 through Q-37, Substantial Plat and PUD Amendment and Rezoning for Lots Q, Q-1 and 426, recorded December 7, 2006, at No. 388898 in Plat Book 1 at page 3768;
 - (56) Subdivision Exemption for a Single Lot Split in an Existing Subdivision Insubstantial PUD Amendment for Lot 316, recorded June 12, 2008, at No. 402053 in Plat Book 1 at page 3969;
 - (57) Boundary & Topographic Survey Lot 407, Phase 9, recorded October 8, 2008, in Survey Book 1 at page 672;
 - (58) Single Lot Split in an Existing Subdivision for Lot 400, Phase 9, recorded May 29, 2009, at No. 407159 in Plat Book 1 at page 4193; and any and all such other, if any, duly executed amendments or supplements to the Plat.



AGENDA ITEM - 4.j.

TITLE:

Approval of Minutes: June 19, 2019, June 25, 2019, and June 26, 2019.

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-###			Board of County Commissioner Staff
Description:			

ATTACHMENTS:

Description	Upload Date
June 19, 2019 Draft Minutes	7/12/2019
June 25, 2019 Draft Minutes	7/12/2019
June 26, 2019 Draft Minutes	7/12/2019

**SAN MIGUEL COUNTY BOARD OF COMMISSIONERS
MINUTES**

Wednesday, June 19, 2019

333 W Colorado Ave 2nd floor, Telluride CO

Present

Kris Holstrom, Chair
Hilary Cooper, Vice Chair
Lance Waring, Commissioner

Staff Present

Lynn Black, County Administrator
Amy Markwell, County Attorney
Tonya McCann, County Paralegal
Carmen Warfield, Chief Deputy Clerk

1. **Call to order.**

9:31 a.m.

2. **Review of Agenda.**

3. **Calendar Review.**

4. **CONSENT AGENDA**

- a. Approval of Chair's Signature as the Board of Commissioners and as San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with Mountain Sunflowers, LLC, Unit D, The Residences/Businesses at Top of the Hill, Lawson Hill Subdivision/PUD. (Contract 2019-066)
- b. Ratification of Chair's signature on a request for a 30-day public comment period to at least a 45-day public comment period.
- c. Approval by the Board of Commissioners to approve Cheryl Miller to serve a two-year term as the Strong Start's Early Childhood Advisory Panel community member at-large member.
- d. Approval of Chair's signature as the Board of Commissioners to approve an IGA with Montrose County on a Jail based Behavioral Services Grant. (Contract 2019-067)
- e. Ratification of Chair's signature on a mutual agreement between Montrose County Department of Health and Human Services to transfer \$25,000 of TANF Funds to San Miguel County. (Contract 2019-068)
- f. Ratification of Chair's signature on a contract amendment #2019*0498, Amendment #2 with Colorado Department of Public Health & Environment of \$49,999 for the provision of Local Public Health Contract activities by the County Department of Health and Environment. (Contract 2019-069)
- g. Ratification of Chair's signature on a contract amendment #2, Contract Routing #2020*110, 19 FHHA 108944, with Colorado Department of Public Health & Environment of \$15,812 for the provision of Local Planning Support, Maternal Child Health, and Child Fatality and Prevention (LPHA). (Contract 2019-070)
- h. Ratification of Chair's signature on a Contract Routing #2020*278, Waiver #154, with Colorado Department of Public Health and Environment of \$19,517 for the provision of Local Public Health Contract for Emergency Preparedness and Response. (Contract 2019-071)
- i. Note- Pulled for further discussion. Acceptance of April 2019 Road Report.
- j. Approval of Chair's signature as the Board of Commissioners and as San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with Molly Tomlonovic Norton and Casey Norton, Lot 18, Two Rivers Subdivision. (Contract 2019-072)
- k. Approval of Jack Gilbride to be appointed to the Region 10's Business Loan Fund Committee.
- l. Approval of Minutes: May 15, 2019, and May 22, 2019.
- m. Note- Pulled for further discussion. Approval of Chair's signature on Special Events Permit, for San Miguel Bicycle Alliance, Inc, August 2, 2019, and August 3, 2019, at the Lawson Hill Fields, 135 Society Drive, Telluride CO., based on the County Clerk's Written Findings. (ATTACHMENT I – Written Findings)
- n. Ratification of Chair's signature on County Veterans Service Officer's May 2019 Report.
- o. Ratification of Chair's signature on a letter To Xcel Energy concerning Ames Hydroelectric Generating Plant.

MOTION by Hilary Cooper to approve the consent agenda with item 4.i. and 4.m. pulled to be discussed separately. **SECONDED** by Lance Waring. **PASSED 3-0.**

- m. Approval of Chair's signature on Special Events Permit, for San Miguel Bicycle Alliance, Inc, August 2, 2019, and August 3, 2019, at the Lawson Hill Fields, 135 Society Drive, Telluride CO., based on the County Clerk's Written Findings. (ATTACHMENT I – Written Findings)

MOTION by Lance Waring to approve the Special Events Permit, for San Miguel Bicycle Alliance, Inc. **SECONDED** by Kris Holstrom. **PASSED 2-0.**

Note: Hilary Cooper abstained from voting due to a conflict of interest.

- i. Acceptance of April 2019 Road Report.

Present: Ryan Righetti, Road, and Bridge Superintendent

MOTION by Lance Waring to accept the April 2019 Road Report. **SECONDED** by Hilary Cooper. **PASSED 3-0.**

5. **ADMINISTRATIVE MATTERS:**

- a. Update with San Miguel Basin Executive Director.

Present: Yvette Henson, San Miguel Basin Executive Director; Jordan Spor, 4-H Coordinator

- b. Consideration of a request by the San Miguel Basin Rodeo to sponsor the Rodeo in the amount of \$1,500 for the summer of 2019.

Present: Harley Williams and Jordan Williams, Norwood Roping Club

MOTION by Hilary Cooper to approve the gold buckle sponsorship for \$1500. **SECONDED** by Lance Waring. **PASSED 3-0.**

- c. Meeting the new District Ranger for the Ouray Ranger District of GMUG.

Present: Dana Gardunio, Ouray District Ranger

- d. Discussion of a letter of support on a proposal to rename two small reservoirs.

Board Consensus not to comment.

10:24 a.m. Recessed.

10:33 a.m. Reconvened.

6. **Update with the County Government Affairs/Natural Resources Director**

- a. Other, as needed.

Present: Lynn Padgett, Government Affairs/Natural Resource Director

7. **SAN MIGUEL REGIONAL HOUSING AUTHORITY MATTERS**

- a. Request to Authorize a Notice of Violation for Unit Matterhorn B.

Present: Lois Major, Special Counsel to the San Miguel County Housing Authority

MOTION by Lance Waring to authorize and direct staff to send a written notice of violation of the LUC to Don Mitchell, owner of Unit Matterhorn B, detailing the nature of the violations in accordance with LUC 5-1305 H as soon as possible. **SECONDED** by Hilary Cooper. **PASSED 3-0.**

9. **COMMISSIONER AND PUBLIC DISCUSSION**

- a. Public Discussion.

Present: Doug Tooley, County Resident

8. **ADMINISTRATORS REPORT**

- a. Update with County Administrator.
 - 1. A new employee has been hired for the vacant IT position.
 - 2. The posting of the Building official job will be next week.
 - 3. Skyway scenic byway clarification

10. **ATTORNEY MATTERS**

- a. Discussion regarding the wording on the BOCC Public Meeting Policies. – Continued to a future meeting.
- c. Other, as needed.
 1. Follow up needed on a letter from the Forest Service on ownership concerning the Trout Lake Trestle and Coal Chutes.

9. **COMMISSIONER AND PUBLIC DISCUSSION**

- b. Update on Outside Meetings
 2. Kris Holstrom - Recycle Colorado Annual Conference, GVTTPR Meeting

11:39 am. Recessed.

1:31 p.m. Reconvened.

5. **ADMINISTRATIVE MATTERS:**

Note: This was addressed earlier in the meeting.

- d. Discussion of a letter of support on a proposal to rename two small reservoirs.

Present: George Greenbank, Historic Commission

11. **PLANNING MATTERS**

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

- a. Discussion on Provisions in the Land Use Code accommodations, lodging, and campground uses.

Present: Kaye Simonson, Planning Director, Greg Ochis, Via phone; Doug Tooley, County resident; Betty Miller, Wilson Mesa HOA; Steve Chetchu, County resident; Tom Kennedy, Attorney, and Resident of the County, Greta Hughes, Wilson Mesa resident

- b. Executive Session: Discussion in regards to Code violations (4)(b).

Present: Kaye Simonson, Planning Director; Mitch Markiewicz, County Building Official; Ryan Righetti, Road, and Bridge Superintendent

MOTION by Lance Waring to go into Executive Session to discuss several Code violations (4)(b). **SECONDED** by Hilary Cooper. **PASSED 3-0.**

Note: The County Attorney requested that item 11.b. not have written minutes as it constitutes a privileged attorney-client communication and a statement signed by the attorney and chair is attached. (ATTACHMENT II)

2:16 p.m. Recessed.

2:39 p.m. Reconvened.

Board only discussed the one item in Executive Session it stated.

9. **COMMISSIONER AND PUBLIC DISCUSSION**

- b. Update on Outside Meetings
 1. Lance Waring - CCI Summer Conference, Bridal Veil Meeting, Regional Forest Health, CC4CA Steering Committee
 3. Hilary Cooper - Colorado Healthy Soils, West Slope Health Care Coalition, CCI Summer, CCAT Summer Retreat, SMART, Behavioral Health Advisory Panel, Regional Forest Health
- c. ~~Website posting and press releases~~
- d. ~~General Discussion.~~

12. **Adjournment.**

2:54 p.m.

Respectfully submitted,

Carmen Warfield, Chief Deputy Clerk

Approved .

SAN MIGUEL COUNTY BOARD OF COMMISSIONERS

Kris Holstrom, Chair

ATTEST:

Lynn M. Black, County Administrator

SAN MIGUEL COUNTY BOARD OF COMMISSIONERS
SPECIAL MEETING MINUTES
Tuesday, June 25, 2019
333 W Colorado Ave. 2nd Floor
Telluride, Colorado

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

Staff Present Amy Markwell, County Attorney
Kaye Simonson, County Planner
Carmen Warfield, Chief Deputy Clerk

Others Present Andrew Gorgey, Peckham and McKenny

1. 8:00 a.m. San Miguel County - County Manager Finalist Interview Schedule - Board of Commissioners convenes in Executive Session (4)(f) (Employment Matters, Instructions to Negotiators)

Call to Order.
8:14 a.m.

2. 8:30 a.m. - 4:30 p.m. Executive Sessions: Interviews Michael Bordogna, Joseph Kerby, and Dustin Rief

MOTION by Lance Waring to go into Executive Session for the County Manager Finalist Interviews. **SECONDED** by Hilary Cooper. **PASSED 3-0.**

Note: Attorney-Client privilege conversations do not have to have written minutes but a signed statement by the attorney representing the local public body attesting that the portion of the executive session that was not written constituted a privileged attorney-client communication; and a signed statement by the chair of the local public body attesting that the portion of the executive session that was not written was confined to a permissible executive session topic.
(ATTACHMENT I)

8:14 a.m. Recessed.
4:20 p.m. Reconvened out of Executive Session.

3. 4:30 p.m. - 7:00 p.m. Open To the Public: Public Reception for Finalists, The SHOW Bar, New Sheridan Opera House, 110 N. Oak St., Telluride CO.
4. Executive Session: Instruction to Negotiators.

Note: Staff and Commissioners reconvened in Executive Session.

7:05 p.m. Recessed.
7:11 p.m. Reconvened.

Adjournment.
7:11 p.m.

Respectfully submitted,

Carmen Warfield, Chief Deputy Clerk

SAN MIGUEL COUNTY BOARD OF COMMISSIONERS

Kris Holstrom, Chair

ATTEST:

Lynn M. Black, County Administrator

**SAN MIGUEL COUNTY BOARD OF COMMISSIONERS
MINUTES**

Wednesday, June 26, 2019

Norwood Public Library
1455 Pinion St, Norwood CO. 81423

Present

Kris Holstrom, Chair
Hilary Cooper, Vice Chair
Lance Waring, Commissioner

Staff Present

Lynn Black, County Administrator
Amy Markwell, County Attorney
Tonya McCann, County Paralegal
Carmen Warfield, Chief Deputy Clerk

1. **Call to order.**

9:30 a.m.

2. **Review of Agenda.**

Late Addition: Discussion of an Egnar Festival Event scheduled that has not been permitted.

3. **Calendar Review.**

4. **CONSENT AGENDA**

- a. Approval of Minutes: May 29, 2019, and June 12, 2019.
- b. Approval of the appointment of Sara Rasmussen to replace the Strong Start's Early Childhood Advisory Panel (ECAP) Norwood representative due to a resignation.
- c. Approval of the appointment of Denise Scanlon to the Telluride Regional Airport Authority as the County at Large alternate member.
- d. Approval of Chair's signature on an Annual Audit Extension Request not to exceed 60 days. (Contract 2019-074)
- e. Acceptance for the Building Department Reports - April - May 2019
- f. Approval of Chair's signature on a Memorandum of Understanding between the San Miguel Basin Fair Board and the San Miguel Basin CSU Extension office.

MOTION by Lance Waring to approve the minutes with the correction on the May 29, 2019, meeting minutes changing the reference to the Leadership Policy to Governance Policy.

SECONDED by Hilary Cooper. **PASSED 3-0.**

5. **ADMINISTRATIVE MATTERS:**

- a. Recognition of Alan Hatfield for 20 years of service on the Road and Bridge Dept.

Present: Ryan Righetti, County Road, and Bridge Superintendent; Alan Hatfield, County District 2 Supervisor

- b. Update with Coyote Enterprises on septic and other related issues in the County.

Present: Rebecca and Steve Rogers, Owners Coyote Enterprises LLC; Lisa Garrett, Planning and Building Site Inspector

- c. Update with the Vegetation Control Manager.

Present: Ron Mabry, Vegetation Control Manager

- d. Update with the Colorado Department of Transportation.

Present: Matt Muraro, CDOT; John Humphries, Lizard Head Cycling, Ophir Resident; David Averill, SMART; Ryan Righetti, County Road and Bridge Superintendent; Lynn Padgett, County Government Affairs/Natural Resources Director; Kaye Simonson, County Planning Director; Lynn Padgett, County Government Affairs/Natural Resources Director; Darrel Carr, CDOT; Julie Constan, CDOT

11:57 a.m. Recessed.

12:02 p.m. Reconvened.

6. **ADMINISTRATIVE MATTERS**

- b. Other, as needed.

- 1. Late Addition: Egnar Festival Event (Paradigm in Egnar, CO), Scheduled June 26-30, 2019 without the proper permitting.

Present: Kaye Simonson, Planning Director

Board Consensus to direct the Planning Director to "Email Blast" all departments (Emergency, Road and Bridge, Environmental health) that would be affected by this event and put the event organizer on notice that this cannot occur again unless a permit is submitted and approved.

- a. Discussion of the proposed 2020 Legislative Issues.

Present: Ramona Rummel, County Finance Manager

7. **SOCIAL SERVICES MATTERS:**

- a. Approval of Chair's signature on Social Services Department Balance Sheet April 2019, Earned Revenue and Expenditures April 2019, Expenditures through Electronic Benefit Transfers May 2019, Check Register for the Month of May 2019, County Allocation/MOE Report APR-2019, and 2019 Caseload Report.

MOTION by Lance Waring to approve the Social Services report as presented. **SECONDED** by Hilary Cooper. **PASSED 3-0.**

- b. Other, as needed.

- 1. Social Services Office Hours in Norwood
 - 2. Update on the Mental Health Advisory Panel and their role

Present: Carol Friedrich, County Social Services Director

12:33 p.m. Recessed.
1:05 p.m. Reconvened.

8. **GOVERNMENT AFFAIRS/NATURAL RESOURCES**

- a. Discussion of the Agricultural Greenhouse Gas Inventory Report.

Present: Mark Easter, Farm, Table, and Sky Consulting

- b. Update with County Government Affairs/Natural Resources Director.
1. Update on the Gunnison Sage Grouse, regroup as a board at the first of September regarding our role with the Gunnison Sage Grouse.

Present: Lynn Padgett, Government Affairs/Natural Resources Director

10. **COMMISSIONER AND PUBLIC DISCUSSION**

- a. Public Discussion.
b. Update on Outside Meetings
1. Lance Waring
2. Kris Holstrom - Telluride Regional Airport, Electric Bus demo
3. Hilary Cooper - GMUG Working draft webinar, Colorado Wildlife Commission BBQ, San Miguel Power Association meeting with Tri-State, Senate Bill 181
~~c. Website posting and press releases~~
d. ~~General Discussion.~~

9. **ADMINISTRATORS REPORT**

- a. Update with County Administrator
1. The West End of the County received a grant for a Meat Processing feasibility study.
2. The new County Public Health Director will be starting August 4, 2019.
~~c. Website posting and press releases~~
d. ~~General Discussion.~~

Present: Lynn Black, County Administrator

11. **ATTORNEY MATTERS**

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

- a. Update on Litigation
1. Contiguous Land Amicus Brief

b. Other, as needed.
1. Update on building violations.

Present: Amy Markwell, County Attorney

12. **Adjournment.**
2:38 p.m.

20190626-BOCC-Audio

Respectfully submitted,

Carmen Warfield, Chief Deputy Clerk

Approved .

SAN MIGUEL COUNTY BOARD OF COMMISSIONERS

Kris Holstrom, Chair

ATTEST:

Lynn M. Black, County Administrator



AGENDA ITEM - 4.k.

TITLE:

Approval of Chair's signature as the Board of Commissioners and as San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with Alexander and Kelly Rollinson, Lot 316-2, Elk Meadows Subdivision/PUD.

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-###			Board of County Commissioner Staff
Description:			

ATTACHMENTS:

Description

Rollinson Deed Restriction

Upload Date

7/9/2019

**AMENDED AND RESTATED
DEED RESTRICTION AND COVENANT
Lot 316-2, Lawson Hill Subdivision/PUD**

THIS AMENDED AND RESTATED DEED RESTRICTION AND COVENANT ("Covenant") is entered into as of this 26 day of June, 2019 ("**Effective Date**"), by and among the following persons and parties:

1. The County of San Miguel, State of Colorado acting by and through its Board of County Commissioners, whose address is P.O. Box 1170, 333 W. Colorado Ave., 3rd Floor, Telluride, Colorado 81435 ("**County**");
2. The San Miguel County Housing Authority, whose address is P.O. Box 1170, 333 W. Colorado Ave., 3rd Floor, Telluride, Colorado 81435 ("**County Housing Authority**");
3. Alexander and Kelly Rollinson, (individually or collectively, "**Subject Property Owner**"), whose current mailing address is as follows: PO Box 442, Telluride, Colorado 81435.

The County, County Housing Authority, and Subject Property Owner are sometimes individually referred to as a "**Party**" and sometimes collectively as the "**Parties**." The Parties hereby agree as follows:

RECITALS

The Parties acknowledge and agree to the following Recitals and further agree that each Recital: (a) forms a portion of the basis of this Covenant; and (b) is incorporated in this Covenant.

A. This Covenant is intended to help preserve a sufficient supply of Deed Restricted Property to meet the needs of locally employed residents of the Telluride R-1 School District while allowing customary free-market (unrestricted) practices to influence the sale and rental of Deed Restricted Property as much as possible.

B. The Subject Property Owner is the current, fee simple owner of 316-2, Elk Meadows Subdivision/PUD pursuant to the Subdivision Governing Documents, San Miguel County, Colorado ("**Subject Property**").

C. The County granted its approval for the Subdivision within which the Subject Property is included, which approvals include the County PUD/Subdivision Approvals and other relevant approvals ("**County Approvals**"). The Subject Property is located within the Subdivision.

D. Through the implementation of the County Approvals, certain covenants were placed on the Subject Property, including the Original Plat Note. The Original Plat Note was intended to govern certain aspects of the ownership, use and occupancy of the Subject Property by requiring all such ownership, use and occupancy to comply with certain provisions of the San Miguel County Land Use Code, specifically the guidelines, rules and regulations contained in LUC Section 5-1305.

E. In addition to LUC Section 5-1305, which is referenced in the Original Plat Note, LUC Section 5-1306 also applies to the Subject Property and governs certain specific aspects of the ownership, use and occupancy of the Subject Property.



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F. For purposes of simplicity and use in this Covenant, the Parties agree that for definitional purposes, the Original Plat Note, LUC Section 5-1305, LUC Section 5-1306 and any other related documents, instruments or agreements restricting ownership, use and occupancy of the Subject Property, if any, are collectively referred to herein as the **“Original Deed Restriction.”**

G. The Original Deed Restriction continues to encumber the Subject Property and constitutes a covenant and restriction burdening the Subject Property and running with title to Subject Property.

H. The Parties intend that the purpose of this Covenant is to: (a) terminate and extinguish the Original Deed Restriction, except with respect to any Option to Purchase and/or any Co-Borrower Agreement; and (b) substitute the terms, conditions and restrictions contained in this Covenant for the terms, conditions and restrictions contained in the Original Deed Restriction, except with respect to any Option to Purchase and/or any Co-Borrower Agreement, which shall continue to be effective pursuant to its original terms and conditions. This Covenant, upon its execution by the Parties and recording in the public records of the San Miguel County Clerk and Recorder, shall hereafter govern certain of the terms and conditions of ownership, use and occupancy of the Subject Property by the Subject Property Owner, and the Subject Property Owner’s heirs, successors and assigns as addressed herein.

I. For the purposes set forth above and herein, the Subject Property Owner, the Subject Property Owner’s heirs, successors and assigns, and all persons acquiring an interest in the Subject Property, whether or not it shall be so expressed in any deed or other instrument of conveyance, shall be deemed to covenant and agree during the period of their ownership interest in the Subject Property, to hold their interest(s) subject to the covenants and restrictions contained in this Covenant, which shall be deemed to run with title to the Subject Property for the specified duration of the Covenant.

J. The Parties recognize and agree that the Subject Property may be included in one or more common interest ownership communities, each of which is governed by a Homeowners’ or Condominium Owners Association, and that the Homeowners’ or Condominium Owners Association has promulgated certain governing documents, including, without limitation, the Subdivision Governing Documents, that may further affect the use of the Subject Property. Nothing herein is intended to alter or diminish the respective duties and obligations of the Subject Property Owner to comply with any terms and conditions of such Subdivision Governing Documents that may be more restrictive than the terms and conditions of this Covenant.

K. Capitalized terms shall have the meanings set forth in Section 12 of this Covenant if not otherwise defined herein.

COVENANT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated in this Covenant as substantive provisions, the mutual covenants, restrictions and equitable servitudes stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby represent, covenant and agree as follows:

Section 1. Deed Restriction.

1.1. Termination of Original Deed Restriction.

1.1.1. Except as provided for below, all components of the Original Deed Restriction: (a) are each hereby forever terminated, extinguished and vacated and will no longer be considered a covenant or restriction burdening the Subject Property or binding the Subject Property Owner; (b) shall no longer

have any force, effect, or legal significance with respect to the ownership, use and occupancy of the Subject Property; and (c) is replaced by this Covenant.

1.1.2. The foregoing provisions of Section 1.1.1 notwithstanding, the Parties intend that any Option to Purchase or Co-Borrower Agreement recorded before the Effective Date shall not be altered, amended, modified, terminated or otherwise extinguished by the execution of this Covenant and that the Option to Purchase will continue to apply to and affect the Subject Property in accordance with the terms and conditions stated in the Option to Purchase.

1.1.3. The foregoing provisions of Section 1.1.1 notwithstanding, the Parties further intend that: (a) no substantive rights of a Lender, if any existed under the Original Deed Restriction, are intended to be altered, amended, modified, terminated or otherwise extinguished by the execution of this Covenant; (b) no consent by the Lender is required by the County or is being obtained in connection with the execution of this Covenant; and (c) should a Lender at any time during the Term determine that Lender's consent was required for this Covenant and the failure to obtain such Lender consent was determined to be an event of default under the documents evidencing the Secured Obligation, the Parties intend that this Covenant shall be terminated and extinguished from the Subject Property and that the Original Deed Restriction shall automatically apply to and become a covenant against the Subject Property until such time as Lender executes and delivers its consent to this Covenant. The Parties agree to cooperate and assist each other in executing any document necessary to evidence the reversion of the Covenant in the event of an objection by Lender.

1.2. Establishment of the Covenant.

1.2.1. As of the Effective Date, the terms and conditions of this Covenant shall completely and conclusively govern the ownership, use and occupancy of the Subject Property relative to the subject matter herein.

1.2.2. No subsequent changes that may be made to the Original Plat Note, or to LUC Sections 5-1305 or 5-1306 will have any affect or impact to this Covenant, including the ownership, use and occupancy of the Subject Property.

1.2.3. The Subject Property Owner shall not permit any ownership, use or occupancy of the Subject Property except in compliance with this Covenant.

1.2.4. The terms and conditions of this Covenant reflect the complete and entire understanding of the Parties with respect to the matters addressed herein and no other documents, laws, regulations, guidelines and the like shall be applied against Subject Property Owner in connection with its use of the Subject Property that purport to modify or amend the terms and conditions of this Covenant.

1.3. Term. The "**Term**" of this Covenant shall commence on the Effective Date and shall continue until May 18, 2042 ("**Expiration Date**"). At the option of the County, the duration of this Covenant may be extended after the Expiration Date for an additional period of fifty (50) years after public hearing and comment on the proposed extension. Any other amendment must be agreed to in writing by all Parties as provided for in this Covenant.

1.4. Administration and Enforcement. This Covenant shall be administered by the County or its designee ("**Administrator**"). This Covenant shall be enforceable by the County by any appropriate legal or equitable action, including but not limited to specific performance, injunction, abatement or eviction of non-complying Subject Property Owners or Occupants, or such other remedies and penalties as may be specified in this Covenant.

1.5. Termination. This Covenant shall not terminate except upon the occurrence of any one of the following events, at which time this Covenant shall be deemed to have automatically expired and either Party may, but need not, record a termination statement evidencing the termination:

1.5.1. Expiration. Expiration of the Term of this Covenant as set forth in Section 1.3.

1.5.2. Foreclosure. If an Option to Purchase has been executed and recorded, this Covenant may terminate in the manner provided for in the Option to Purchase.

1.5.3. By the County. The County expressly reserves the right to terminate this Covenant, including but not limited to the right to vacate and extinguish the effect of the terms, conditions, covenants and restrictions as it relates to the Subject Property by recording a "Termination of Amended and Restated Deed Restriction Covenant" in the Official Records executed by all of the then Subject Property Owners of the Subject Property and by the County.

1.6. Limitation on Amendments to Covenant.

1.6.1. This Covenant shall not be amended or modified without the prior, written consent of the Subject Property Owner and the County, in their respective, sole and exclusive discretion. Any proposed modification to this Covenant shall be first referred to all applicable Association's governing the Subject Property and the Association(s) shall be given a reasonable opportunity to review and comment on the proposed amendment prior to its execution.

1.6.2. Nothing herein shall preclude the County from amending LUC Sections 5-1305 and 5-1306 from time to time, provided that no such amendments to LUC Sections 5-1305 and 5-1306 shall apply to or otherwise affect the use, ownership or occupancy of the Subject Property unless this Covenant is amended in writing to incorporate such amendments as agreed to by the Subject Property Owner and the County.

1.7. Subject to Market Forces. Except as specifically stated in this Covenant, resale of the Subject Property is subject to normal market forces. Nothing herein shall be construed to constitute a representation or guarantee by the County that on resale the Subject Property Owner shall obtain any profit, or return on investment. The Subject Property Owner hereby recognizes, acknowledges and understands that neither the County nor the Administrator is required or obligated in any manner to aid the Subject Property Owner in receiving any particular resale price. The Subject Property Owner further recognizes, acknowledges and understands that depending on market conditions at the time of resale, the Subject Property Owner may incur a loss upon resale of the Subject Property.

1.8. Price Appreciation Caps. The County will not enter into any agreement with the Subject Property Owner that imposes a Price Appreciation Cap on the Subject Property, unless the applicable Association(s) expressly agrees to such Price Appreciation Cap in writing. This provision does not preclude San Miguel County, as an owner, from negotiating a profit sharing requirement or any other mechanism to recoup its expenditure of funds during the resale of the Affordable Housing unit.

Section 2. Purchasing the Subject Property.

2.1. Limitation on Purchase. Purchase of the Subject Property is limited to Qualified Purchasers and their Spouses. Although a Spouse of a Qualified Purchaser may take title to the Subject Property, a Spouse of a Qualified Purchaser is not a Qualified Purchaser unless he or she becomes an Ownership Applicant and independently receives approval as a Qualified Purchaser. The Administrator shall approve an Ownership Applicant as a Qualified Purchaser if the Ownership Applicant satisfies: (1) the Current Local Employee Standard; (2) the Retired or Disabled Local Employee Standard; or (3) the

Alternative Standard. The Ownership Applicant must submit documentation sufficient for the Administrator to verify that he or she meets the applicable standard.

2.1.1. Current Local Employee Standard. The Ownership Applicant: (a) has maintained his or her Primary Residence within the Four County Region for at least eight of the twelve months immediately preceding the date that the Administrator receives the Ownership Applicant's Purchase Application; (b) has earned Qualifying Income for at least 1032 hours of the twelve months immediately preceding the date that the Administrator receives his or her Purchase Application, and is currently earning Qualifying Income; and (c) for the particular eight to twelve months that establish the Ownership Applicant's residency under Section 2.1.1(a) above, the Ownership Applicant's Household Non-Qualifying Income calculated during that period does not exceed the Ownership Applicant's Household Qualifying Income.

2.1.2. Retired or Disabled Local Employee Standard. The Ownership Applicant is Retired or is Disabled, and for at least five of the eight years immediately preceding the date that the Administrator receives their Purchase Application, the Ownership Applicant: (1) has maintained his or her Primary Residence within the Four County Region for at least eight months of each applicable year; (2) was earning Qualifying Income for at least 1032 hours of each applicable year; and (3) for each applicable year, the Ownership Applicant's Household Non-Qualifying Income did not exceed the Ownership Applicant's Household Qualifying Income.

2.1.3. Alternative Standard. For each of the three years immediately preceding the date that the Administrator receives their Purchase Application: (1) the Ownership Applicant has maintained his or her Primary Residence within the Telluride R-1 School District for at least eight months of each year; (2) the sum of the Ownership Applicant's Household Qualifying Income and Household Non-Qualifying Income does not exceed 100% AMI for the applicable household size; and (3) the Ownership Applicant's Total Household Assets amount to no more than two times the Contract Price of the Subject Property.

2.2. Public Sector Employment. An Ownership Applicant seeking approval as a Qualified Purchaser pursuant to the Current Local Employee Standard, and hired by a Public Sector Employer may not be required to meet the employment-term requirement, subject to the approval of the County.

2.3. Co-Borrower. A person who does not meet the requirements for approval as a Qualified Purchaser, but who is necessary as a co-borrower in order for an Ownership Applicant to obtain financing, may be listed on title to the Subject Property provided that: (1) the Ownership Applicant provides the Administrator with a letter from the Lender stating the co-borrower's name and relationship to the Ownership Applicant, and that the co-borrower is necessary and must be listed on title in order for the Ownership Applicant to obtaining financing to purchase the Subject Property; and (2) the Ownership Applicant and the co-borrower enter into a Co-Borrower Agreement providing that, in the event the co-borrower takes full title to the Subject Property for any reason, the co-borrower shall notify the Administrator immediately, and shall either sell the Subject Property to a Qualified Purchaser or otherwise comply with the terms of this Covenant within one year of the date that the co-borrower takes full title.

Section 3. Renting the Subject Property.

3.1. Subject Property Owner Approval to Rent. The Subject Property Owner may not rent or lease the Subject Property, or any portion of the Subject Property, for any amount of time, without written approval from the Administrator, which approval shall be in accordance with the terms of this Section 3. If the Subject Property Owner intends to continue to occupy the Subject Property as his or her Primary Residence and will share occupancy with the Qualified Tenant(s) then the Administrator shall issue a

written approval to the Subject Property Owner to rent the Subject Property within five business days after the Subject Property Owner notifies the Administrator of the Subject Property Owner's intent to rent the Subject Property. If the Subject Property Owner does not intend to occupy the Subject Property as his or her Primary Residence then the Subject Property Owner must comply with any other requirements pursuant to this Covenant prior to receiving an approval to rent from the Administrator. An approval to rent operates only to allow the Subject Property Owner to offer the Subject Property for rent. All potential Occupants must submit a Rental Application and receive approval as a Qualified Tenant prior to occupying the Subject Property.

3.2. Rental Regulations. Any advertisement to rent the Subject Property shall specify that all potential renters must receive approval as a Qualified Tenant prior to occupying the Subject Property. The Subject Property Owner shall provide the Administrator with a fully executed copy of the lease or other occupancy agreement no later than ten business days after it is fully executed. The Subject Property Owner may not lease the Subject Property for a term of less than thirty days.

3.3. Limitation on Rental Occupants. Occupancy of the Subject Property pursuant to a lease, rental, or other occupancy agreement, is limited to Qualified Tenants. The Administrator shall approve a Rental Applicant as a Qualified Tenant if the Rental Applicant: (1) is earning Qualifying Income for an average of at least thirty hours per week, or (2) demonstrates an intent to earn Qualifying Income for an average of at least thirty hours per week. The Rental Applicant must submit documentation sufficient to verify compliance with the requirements for approval as a Qualified Tenant.

3.4. No County Liability. Nothing herein requires, or shall be construed to require the County or the Administrator, or any officer, director, employee, agent, designee, assignee, or successor thereof, to protect or indemnify the Subject Property Owner against any loss attributable to rental, including but not limited to non-payment of rent or damage to the Subject Property; nor shall the County or the Administrator, or any officer, director, employee, agent, designee, assignee, or successor thereof, be responsible for locating a Qualified Tenant to occupy the Subject Property in the event that the Subject Property Owner is unable to find a Qualified Tenant, or if a Qualified Tenant fails to occupy the Subject Property for the entire term of the lease.

Section 4. Selling the Subject Property.

4.1. Listing the Subject Property. In the event the Subject Property Owner desires to sell the Subject Property, the Subject Property Owner shall submit written notice to the Administrator of their intent to sell the Subject Property, which notice must be submitted at least five days prior to offering the Subject Property for sale. The Subject Property Owner may sell the Subject Property for sale by owner or list and sell the Subject Property through a real estate broker licensed in the state of Colorado.

4.2. County Transfer Fee. Upon closing, the seller shall pay a County Transfer Fee to the County in an amount equal to 1% of the sales price. If the fee imposed by this Section 4.2 is not paid when due, then the fee, all costs of collection of the fee, and interest on the unpaid balance at a rate of 8% per year or at the statutory interest rate in C.R.S. § 5-12-102, as amended, whichever is less, shall constitute a perpetual lien on the Subject Property. The County may foreclose this lien in the same manner as property tax liens of the County.

4.3. Waiver of County Transfer Fee. The seller is not required to pay the County Transfer Fee if the seller has already purchased another Deed Restricted Property or if the seller purchases another Deed Restricted Property no more than six months after closing on the sale of the Subject Property. If the seller has not already purchased another Deed Restricted Property, the seller shall make arrangements, to the satisfaction of the Administrator, to place the County Transfer Fee in escrow, and the fee shall remain in escrow until the first to occur of the following two events: (1) The seller acquires title to another Deed

Restricted Property within six months of closing on the sale of the Subject Property, and has not purchased any material interest in any other Residential Property in the Telluride R-1 School District in the interim, in which case the County Transfer Fee shall be refunded to the seller; or (2) The seller has not acquired title to another Deed Restricted Property within six months of closing on the sale of the Subject Property, in which case the County Transfer Fee shall be paid to the County.

Section 5. Continuing Ownership.

5.1. Limitation on Continuing Ownership. Ownership of the Subject Property is limited to Qualified Owners and their Spouses. The Administrator may, at any time: (1) require the Subject Property Owner to verify that he or she is a Qualified Owner, (2) require the Subject Property Owner to verify that any Occupant is a Qualified Occupant, (3) require the Subject Property Owner to verify that he or she has not defaulted in any Secured Obligation related to the Subject Property, and/or (4) require the Subject Property Owner to verify that he or she is otherwise fully compliant with this Covenant. The Subject Property Owner shall be given a reasonable time to respond to such requests.

5.2. Approval as a Qualified Owner. The Administrator shall approve a Subject Property Owner as a Qualified Owner if the Subject Property Owner satisfies: (1) the Continuing Residence Standard, and (2) the Continuing Employment Standard.

5.2.1. Continuing Residence Standard. The Subject Property Owner has occupied the Subject Property as his or her Primary Residence for at least eight of the twelve months immediately preceding the Compliance Date, as evidenced by documentation the Administrator may request, or, if acceptable to the Administrator, by an affidavit affirming the same.

5.2.2. Continuing Employment Standard. The Subject Property Owner supplies documentation that the Administrator acknowledges is sufficient to verify at least one of the following.

- (a) The Subject Property Owner has been employed for and earning Qualifying Income on at least 1032 hours of the twelve months immediately preceding the Compliance Date.
- (b) The Subject Property Owner is Retired.
- (c) The Subject Property Owner is at least 55 years of age and has maintained Primary Residence in the Telluride R-1 School District for a total of at least twenty years and has owned property subject to the County, Town of Telluride or Town of Mountain Village deed restriction, in compliance with the terms of such applicable deed restriction, for the five years immediately preceding the Compliance Date.
- (d) The Subject Property Owner is the Spouse of a Qualified Owner.
- (e) The Subject Property Owner is the surviving Spouse of a deceased Subject Property Owner.
- (f) The Subject Property Owner is the former Spouse of a Qualified Owner and acquired title to the Subject Property as: (i) the Spouse of a Qualified Purchaser; (ii) the Spouse of a Qualified Owner; or (iii) pursuant to a court approved property settlement or other court order.
- (g) The Subject Property Owner previously was a Qualified Owner, but is currently unemployed; provided that for at least eight of the twelve months immediately preceding the Compliance Date, the Subject Property Owner met the requirements for approval as a Qualified Owner and/or received unemployment benefits from the Colorado Department of Labor.

5.3. Transfer of Title. The Subject Property Owner must receive approval from the Administrator prior to entering into or executing any transaction that conveys title to an interest in the Subject Property, including but not limited to transfer of title to an Estate Planning Entity.

5.4. Exemptions. If the Subject Property Owner supplies documentation sufficient to verify any of the following, he or she shall be exempt from the Continuing Residence Standard, the Continuing Employment Standard, or both in accordance with the terms and conditions set forth below.

5.4.1. Beneficiary Owner. The Subject Property Owner is a Beneficiary Owner; provided that he or she notifies the Administrator within thirty days of the date that he or she acquires title to the Subject Property and the Administrator acknowledges receipt of the notification and sufficiency of the provided documentation. A Beneficiary Owner shall be exempt from both the Continuing Residence and Continuing Employment Standards, and shall be deemed a Qualified Owner for all purposes in connection with this Covenant, for one year after acquiring title to the Subject Property. Furthermore, a Beneficiary Owner shall receive an automatic Approval to Rent for one year after acquiring title to the Subject Property. After one year, a Beneficiary Owner must receive approval as a Qualified Owner or otherwise comply with the terms of this Covenant.

5.4.2. Co-Borrower. The Subject Property Owner is on title to the Subject Property as a Co-Borrower pursuant to Section 2.3. A Co-Borrower who is a Subject Property Owner shall be exempt from the Continuing Residence and Continuing Employment Standards as long as he or she is compliant with the terms of the Co-Borrower Agreement.

5.4.3. Absence for Less than One Year. The Subject Property Owner will be absent from the Four County Region for a period of time greater than four months but not greater than one year; provided that the Subject Property Owner notifies the Administrator at least one month before starting the leave of absence, and the Administrator acknowledges receipt of the notification and sufficiency of the provided documentation. The Subject Property Owner shall be exempt from both the Continuing Residence and Continuing Employment Standards for one year after the date the Subject Property Owner begins the leave of absence. The Subject Property Owner must receive approval as a Qualified Owner no later than one year after returning from the leave of absence.

5.4.4. Military Service. The Subject Property Owner will be absent from the Four County Region due to United States military orders, provided that: (1) the Subject Property Owner notifies the Administrator within five days of receiving the United States military order, and the Administrator acknowledges receipt of the notification and sufficiency of the provided documentation; (2) the Subject Property Owner maintains the Subject Property as their legal residence for tax purposes; (3) if the Subject Property Owner is registered to vote in San Miguel County at the time they receive the military orders, the Subject Property Owner maintains voter registration in San Miguel County; and (4) the Subject Property Owner receives approval as a Qualified Owner within one year after he or she is no longer under such United States military orders. The Subject Property Owner shall be exempt from both the Continuing Residence and Continuing Employment Standards for as long as the Subject Property Owner is unable to meet the standards due to United States military orders.

5.4.5. Family Medical Need. The Subject Property Owner does not, or will not reside, at the Subject Property in order to care for an Immediate Family member who has a Serious Health Condition, as defined in the Family and Medical Leave Act, 29 U.S.C. § 2611, as amended, provided, however, that the Subject Property Owner notifies the Administrator at least one month after he or she no longer occupies the Subject Property as his or her Primary Residence, and the Administrator acknowledges receipt of the notification and sufficiency of the provided documentation, which documentation, except as prohibited by applicable law, shall include documentation from the Immediate

Family Member's Health Care Provider, as defined in the Family and Medical Leave Act, 29 U.S.C. § 2611, as amended, evidencing the need for the Subject Property Owner's absence. The Subject Property Owner must receive approval as a Qualified Owner within one year of when the Family Medical Need ceases.

5.4.6. Disability. The Subject Property Owner is Disabled, provided, however, that the Subject Property Owner notifies the Administrator within one month of when he or she no longer meets the Continuing Employment Standard and the Administrator acknowledges receipt of the notification and sufficiency of the provided documentation. The Subject Property Owner shall be exempt from the Continuing Employment Standard for as long as the Subject Property Owner is Disabled. The Subject Property Owner shall also be exempt from the Continuing Residence Standard for one year after the date he or she provides the Administrator with the notice required herein.

Section 6. Continuing Occupancy.

6.1. Limitation on Continuing Occupancy. Occupancy of the Subject Property is limited to Qualified Owners and their Spouses, and to Qualified Occupants. The Administrator may, at any time, require any Occupant to verify that he or she is a Qualified Occupant and/or is otherwise fully compliant with this Covenant.

6.2. Approval as a Qualified Occupant. The Administrator shall approve an Occupant as a Qualified Occupant if the Occupant does not own or control any interest or right in the Subject Property whatsoever, and provides documentation that the Administrator acknowledges is sufficient to verify that the Occupant: (1) is under twenty-one years of age; (2) is a member of the Qualified Owner's Immediate Family; (3) is Disabled; or (4) is earning Qualifying Income for an average of at least thirty hours per week. Examples of such documentation are set forth in the Procedures.

6.3. Effect of Failure to Receive Approval as Qualified Occupant. In the event an Occupant fails to receive approval as a Qualified Occupant, such failure shall constitute a violation of this Covenant by both the Occupant and the Subject Property Owner.

Section 7. Ownership of Other Residential Property Prohibited.

7.1. Prohibition. Subject Property Owners and Occupants, as well as their Spouses and Dependents, if any, may not own more than a 10% interest, direct or indirect, in other Residential Property in the Telluride R-1 School District. This prohibition includes partial or full corporate ownership established to provide a beneficial interest sufficient to permit the use and occupancy by the owner or part-owner of such property. Except as otherwise provided in this Section 7, and unless granted an exception pursuant to Section 8, failure to comply with this Section 7.1 is a violation of this Covenant and shall be addressed in accordance with the provisions of Section 9 of this Covenant.

7.2. Definitions. The following definitions shall apply to this Section 7.

7.2.1. Acquisition Date. The date on which the Subject Property Owner acquires title to the Subject Property.

7.2.2. Appraised Value. The value of the Subject Property arrived at by the process described in Section 7.4.

7.3. Grace Period for Qualified Purchasers. If an Ownership Applicant is approved as a Qualified Purchaser and he or she, or any other Subject Property Owner, or any Occupant, or the Spouse or Dependent of the Qualified Purchaser or of any other Subject Property Owner or Occupant owns more than a 10% interest, direct or indirect, in other Residential Property in the Telluride R-1 School District

on the Acquisition Date, the Subject Property Owner shall have a grace period of one year from the Acquisition Date to sell the other Residential Property or obtain an exception pursuant to Section 8.

7.4. Appraisal. If the Subject Property Owner has not sold the other Residential Property or obtained an exception within nine months after the Acquisition Date, the Subject Property Owner shall immediately retain a real property appraiser licensed in the State of Colorado to provide a value of the Subject Property at the Subject Property Owner's expense. The Subject Property Owner shall provide that value to the Administrator no later than ten months after the Acquisition Date and the Administrator shall inform the County of the Subject Property Owner's submitted value. If the County does not dispute the Subject Property Owner's submitted value, then that value shall be deemed the Appraised Value. If the County does dispute the accuracy of the Subject Property Owner's submitted value, the County shall retain its own licensed real property appraiser to appraise the value of the Subject Property at the County's expense. If the two values differ by \$10,000 or less, the average of the two values shall be deemed the Appraised Value. If the two values differ by more than \$10,000, the two appraisers shall select a third appraiser to appraise the Subject Property at the equal expense of the Subject Property Owner and the County, and the average of the three values shall be deemed the Appraised Value. If the Subject Property Owner fails to submit their value to the Administrator within the required time period, the Administrator shall so notify the County and the County shall retain its own licensed real property appraiser to appraise the value of the Subject Property at the Subject Property Owner's expense and that value shall be deemed the Appraised Value.

7.5. Sale of Subject Property at Expiration of Grace Period. If, at the expiration of the grace period provided for in Section 7.3, the Subject Property Owner has not sold the other Residential Property, obtained an exception, or otherwise complied with this Covenant, the Subject Property Owner shall immediately list the Subject Property for sale at a price not to exceed 90% of the Appraised Value and shall accept the first offer that complies with the Complying Offer Terms. If the accepted offer does not result in a sale of the Subject Property, then the Subject Property Owner shall accept the next offer that meets the Complying Offer Terms until either the Subject Property is sold or the Subject Property Owner obtains an exception or otherwise complies with this Covenant.

7.6. Further Price Reductions. If the Subject Property Owner has not sold the other Residential Property, obtained an exception, or otherwise complied with the terms of this Covenant within fifteen months after the Acquisition Date, the Subject Property Owner shall immediately lower the listing price of the Subject Property, which shall not exceed 90% of the Appraised Value, by an amount that is 3% of the Appraised Value, and shall continue to lower the listing price of the Subject Property by the same amount (3% of the Appraised Value) every three months thereafter until the Subject Property Owner has sold the other Residential Property, obtained an exception, or otherwise complied with the terms of this Covenant; except, however, the Subject Property Owner is not required to lower the listing price below 60% of the Appraised Value. If the Subject Property Owner fails to comply with the provisions of this Section 7, the County may, at its option, purchase the Subject Property for 75% of the Appraised Value.

Section 8. Exceptions.

8.1. Purchase, Rental, Ownership and Occupancy Requirements. Any: (1) Ownership Applicant, Rental Applicant, Subject Property Owner or Occupant who does not meet one or more of the requirements for approval as a Qualified Purchaser, Qualified Tenant, Qualified Owner, or Qualified Occupant, respectively, may apply to the Administrator for an exception to any such requirement. The Administrator shall refer a copy of the proposed exception to any Association governing the Subject Property and the Association shall be given a reasonable opportunity to review and comment on the proposed exception prior to final review and action.

8.2. Prohibition on Ownership of Other Residential Property. Any Subject Property Owner or Occupant, or any such Subject Property Owner or Occupants' Spouse or Dependent, who owns Residential Property in violation of Section 7.1, may apply to the Administrator for an exception.

8.3. Standards for Granting an Exception. The Administrator shall not grant an exception except upon a finding that the person requesting the exception has established compelling circumstances, which shall not include financial hardship, justifying the requested exception; and that granting the requested exception is consistent with the purpose and intent of this Covenant. When considering whether the requested exception is consistent with the purpose and intent of this Covenant as stated in Recital A, the Administrator shall consider the following guidance:

8.3.1. Stable Resident Population. This Covenant is intended to help preserve a stable resident population, strong sense of community, and socio-economic mix in the Telluride Region by ensuring a sufficient supply of housing that is affordable and responsive to the diverse needs of the various segments of the community employed in the Telluride R-1 School District.

8.3.2. Deed Restricted Property Market. This Covenant creates a housing market for employees in which sales prices directly relate to the income earned by those who live and work in the Telluride R-1 School District (Qualified Purchasers), while allowing customary free-market practices to influence the sale and rental of Deed Restricted Property as much as possible. Exceptions to this Covenant should be allowed only when the exception will not affect the correlation between local income levels and sales prices.

8.3.3. Consistency and Uniformity. Consistency and uniformity is of vital importance. It is only through consistent and uniform application of this Covenant that the Deed Restricted Property market will remain properly defined, thus allowing free-market forces to accurately regulate the sales prices of Deed Restricted Property.

Section 9. Violations and Remedies.

9.1. Notification of Violation. In the event an alleged violation of this Covenant is discovered, whether pursuant to a procedure or provision herein, from a citizen complaint, or by other means, the Administrator shall send a written notice of such violation to all Subject Property Owners of the Subject Property, and if applicable, to Occupants of the Subject Property. The notice shall state: (1) the nature of the alleged violation; (2) the specific provisions of this Covenant that the Subject Property Owner and/or Occupant has allegedly violated; (3) the steps required by the Subject Property Owner and/or Occupant to cure the violation; (4) the remedies that the County may pursue if the alleged violation is not cured; (5) the reasonable timeframe within which the Subject Property Owner and/or Occupant must cure the alleged violation; (6) that the Subject Property Owner and/or Occupant has a right to request a hearing before the Administrator to determine the merits of the allegations and to discuss potential remedies; (7) that the Subject Property Owner and/or Occupant must notify the Administrator that he or she requests such a hearing no later than fifteen days after receiving the notice; and (8) that the alleged violation will be considered conclusively determined if the Subject Property Owner and/or Occupant does not request such a hearing.

9.2. Public Hearing. All materials that any party wants the Administrator to consider at a hearing pursuant to Section 9.1 must be submitted to the Administrator no later than ten working days before the date of the hearing. Unless prohibited by law, all submitted materials will be included in the public record for the hearing. At the conclusion of the hearing, the Administrator shall: (1) find the alleged violation conclusively determined, (2) find that the alleged violation lacks merit, or (3) continue the hearing to a specified date and time.

9.3. Definitions. The following definitions shall apply to this Section 9.

9.3.1. Appraised Value. The value of the Subject Property arrived at by the process described in Section 9.4.1.

9.3.2. Violation Date. The date on which a violation is conclusively determined.

9.4. Procedure for Subject Property Owner to Cure Violation. If a violation is conclusively determined with respect to the Subject Property Owner, the Subject Property Owner shall have one year from the Violation Date to cure the violation.

9.4.1. Appraisal. If the Subject Property Owner has not cured the violation within nine months after the Violation Date, the Subject Property Owner shall immediately retain a real property appraiser licensed in the State of Colorado to provide a value of the Subject Property at the Subject Property Owner's expense. The Subject Property Owner shall provide that value to the Administrator no later than ten months after the Violation Date and the Administrator shall inform the County of the Subject Property Owner's submitted value. If the County does not dispute the Subject Property Owner's submitted value, then that value shall be deemed the Appraised Value. If the County does dispute the accuracy of the Subject Property Owner's submitted value, the County shall retain its own licensed real property appraiser to appraise the value of the Subject Property at the County's expense. If the two values differ by \$10,000 or less, the average of the two values shall be deemed the Appraised Value. If the two values differ by more than \$10,000, the two appraisers shall select a third appraiser to appraise the Subject Property at the equal expense of the Subject Property Owner and the County, and the average of the three values shall be deemed the Appraised Value. If the Subject Property Owner fails to submit their value within the required time period, the Administrator shall so notify the County and the County shall retain its own licensed real property appraiser to appraise the value of the Subject Property at the Subject Property Owner's expense and that value shall be deemed the Appraised Value.

9.4.2. Sale of Subject Property to Cure Violation. If the Subject Property Owner has not cured the violation within one year after the Violation Date, then the Subject Property Owner shall immediately list the Subject Property for sale at a price not to exceed 90% of the Appraised Value and shall accept the first offer that complies with the Complying Offer Terms. If the accepted offer does not result in a sale of the Subject Property, then the Subject Property Owner shall accept the next offer that meets the Complying Offer Terms until either the Subject Property is sold or the Subject Property Owner otherwise cures the violation.

9.4.3. Further Price Reductions. If the Subject Property Owner has not cured the violation within fifteen months after the Violation Date, the Subject Property Owner shall immediately lower the listing price of the Subject Property, which shall not exceed 90% of the Appraised Value, by an amount that is 3% of the Appraised Value, and shall continue to lower the listing price of the Subject Property by the same amount (3% of the Appraised Value) every three months thereafter until the Subject Property is sold or the Subject Property Owner otherwise cures the violation; except, however, the Subject Property Owner is not required to lower the listing price below 60% of the Appraised Value. If the Subject Property Owner fails to comply with the provisions of this Section 9, the County may, at its option, purchase the Subject Property for 75% of the Appraised Value.

9.5. Procedure for Occupant to Cure Violation. If a violation is conclusively determined with respect to an Occupant, the Occupant shall have sixty days from the date that the Occupant received the notice required by Section 9.1 to cure the violation. If the Occupant has not cured the violation at the end of this sixty-day period, then the Occupant shall immediately vacate the Subject Property. An Occupant's violation of this Covenant also constitutes a violation by the Subject Property Owner.

9.6. Noncompliant Transfer Voidable. Title to the Subject Property, whether in whole or in part, shall not be sold or otherwise conveyed except in accordance with this Covenant. In the event the Subject Property is sold or otherwise conveyed in any manner that is not in accordance with this Covenant, such sale or conveyance shall be voidable at the County's option. If such sale or conveyance is declared void it shall confer no title whatsoever upon the purported transferee.

9.7. Additional Remedies. In the event of default by any Party, to any section of this Covenant, any other Party to this Covenant, following notice and opportunity to cure, may pursue all available remedies, including but not limited to an action for specific performance, injunctive relief and/or damages. The remedies provided for herein are cumulative in nature. Personal jurisdiction and venue for any civil action commenced by any Party to this Covenant, whether arising out of or relating to this Covenant, will be deemed to be proper only if such action is commenced in the District Court for San Miguel County, Colorado. This Covenant shall be governed by and construed in accordance with the laws of the State of Colorado. The prevailing Party in any action arising from this Covenant shall recover their costs, fees and expenses, including reasonable attorney fees and expert witness fees, from the other Party. No failure by any Party hereto to exercise any right that it may have pursuant to this Covenant shall be deemed a waiver of that right, or of the right to demand exact compliance with the terms of this Covenant, or of any other right expressly or implicitly granted herein.

Section 10. Documentation and Notices.

10.1. Documentation. The Administrator must be able to verify the truth and authenticity of any documentation submitted pursuant to this Covenant, and may refuse to accept any documentation that is not reasonably verifiable by an independent and reliable source. Furthermore, the submitted documentation must be reasonably sufficient for the Administrator to find that, as a whole, it establishes compliance with the applicable standard or requirement. Any person who submits documentation pursuant to this Covenant shall submit an affidavit along with the documentation, stating that all such documentation is true and accurate. If any documentation is determined to be inaccurate, the person who submitted such documentation is subject to disqualification from the application and/or approval process.

10.1.1. Privilege or Disclosure Otherwise Prohibited by Law. Any person who, in connection with the procedures contained in this Covenant, references customers and/or clients with whom he or she has a relationship that is subject to a legal privilege, such as the attorney-client, therapist-client, or physician-patient privilege shall not, in any event, be required to disclose the names or any other identifying information of such customers and/or clients. In this case, the person shall provide all of the required documentation but shall rename all clients as "Client 1," "Client 2," etc. Furthermore, no person shall be required to submit or disclose any documentation, the submission or disclosure of which is prohibited by law.

10.1.2. Confidentiality. The Administrator shall review and maintain all financial information, business client information, and any other information required by law to be kept confidential, that is submitted pursuant to the terms of this Covenant, in absolute and strict confidence. Under no circumstance shall any such confidential information be purposefully disclosed in any manner to any person other than the County, the Administrator the San Miguel County Attorney, the San Miguel County Administrator, or any other person or entity with the consent of the person who submits the information, provided that such disclosure is not otherwise prohibited by law.

10.2. Notices. Any notice in connection with this Covenant shall be in writing, addressed to the appropriate Party, and shall be delivered in person, by overnight delivery or courier service, or by the United States Postal Service certified mail, return receipt requested, and with adequate postage prepaid. Such notice shall be deemed delivered at the time of personal delivery, or, if mailed, on the date postmarked, but if mailed the time period for any required response shall run from the date of receipt by

the addressee, as evidenced by the return receipt. Rejection or other failure by the addressee to accept the notice, or the inability to deliver the notice because of a change of address of which no notice was given, shall be deemed receipt of the notice on the third day following the date postmarked. The addresses of the Parties to which notice is to be sent shall be those set forth below. A Party may change their address only by providing written notice of such change to all other Parties.

<p><u>If to Subject Property Owner:</u></p> <p>See address listed above in introductory paragraph</p>	<p><u>If to County:</u></p> <p>Mailing Address: Office of the County Attorney P.O. Box 791 Telluride, CO 81435 Phone: 970-728-3879 Fax: 970-728-3718 Email: attorney@sanmiguelcounty.org</p>
	<p><u>If to Administrator:</u></p> <p>San Miguel Regional Housing Authority 820 Black Bear Road P.O. Box 840 Telluride, CO 81435 Phone: 970-728-3034 Fax: 970-728-5371 Email: smrha@telluridecolorado.net</p>

10.3. County Assistance and Financial Counseling upon Default of Secured Obligation. Any Subject Property Owner who receives notification of a past due payment(s), a default in payment, or a default of any other obligation due or to be performed pursuant to a Secured Obligation, shall notify the Administrator, who shall in turn notify the County no later than two weeks after the Subject Property Owner received such notification. Subject to availability of funds, the County may, in its sole discretion, provide temporary financial assistance and/or financial counseling to the Subject Property Owner, which assistance shall be subject to terms and conditions the County deems necessary, including, but not limited to provisions for the Subject Property Owner to repay the County. A Subject Property Owner is encouraged to make the Administrator aware of these circumstances as early as possible to best allow the County to determine if any such assistance is feasible, it being recognized that the longer the default exists, the less likely it is that the County can provide assistance. Nothing herein shall obligate the County to provide such assistance.

Section 11. Definitions.

The Parties acknowledge and agree to the following definitions and further agree that each definition: (a) forms a portion of the basis of this Covenant; and (b) is incorporated in this Covenant. As used in this Covenant, the following definitions shall be given the meaning ascribed to the term as the same are stated below:

11.1. Administrator. The County or the County's designee.

11.2. AMI. The area median income for San Miguel County, Colorado based on the most recently published area median income limits established by the United States Department of Housing and Urban Development.

11.3. Application Fee. The fee, in an amount set by County resolution, paid to the Administrator to process any application submitted pursuant to this Covenant.

11.4. Assets. With respect to any person or entity, anything that has tangible or intangible value, including property of all kinds, both real and personal; includes among other things, patents and causes of action

that belong to any person, as well as any stock in a corporation and any interest in the estate of a decedent; also, the entire property of a person, association, corporation, or estate that is applicable or subject to the payment of debts. Assets shall include funds or property held in a living trust or any similar entity or interest, where the person has management rights or the ability to apply the assets to the payment of debts. Except, however, Assets shall not include pension plans, 401a plans, 401k plans, IRAs, or other similar retirement accounts, provided that the Ownership Applicant is not eligible to take a distribution therefrom without penalty.

11.5. Beneficiary Owner. A Subject Property Owner who is not a Qualified Owner, and who acquires title to the Subject Property as the result of the death of the deceased Subject Property Owner, whether through joint tenancy, a will, the intestacy provisions of the Colorado probate code or other applicable law, or the provisions of an Estate Planning Entity.

11.6. Co-Borrower Agreement. An agreement by which a person is permitted to be on title to the Subject Property without otherwise meeting the terms for approval as a Qualified Purchaser or Qualified Owner in order to assure that a Qualified Purchaser or Qualified Owner is able to secure a loan.

11.7. Compliance Date. The date on which the Administrator notifies the Subject Property Owner and/or Occupant(s) that he or she must verify compliance with the terms of this Covenant and receive approval as a Qualified Owner or Qualified Occupant.

11.8. Complying Offer Terms. An offer to acquire the Subject Property that is for cash (eg. does not require Subject Property Owner to carry back seller-financing) that is equal to or exceeds the current listing price of the Subject Property, and that proposes a closing of not later than 90 days from the offer date.

11.9. Contract Price. The price of the Subject Property as identified on a Colorado Real Estate Commission approved form for the purchase and sale of the Subject Property that is fully executed between the current Subject Property Owner and any given Ownership Applicant.

11.10. Contributing Occupant. An Occupant who is, or who will be, contributing funds towards the acquisition of the Subject Property or towards payments on a Secured Obligation encumbering the Subject Property.

11.11. County. The County of San Miguel, State of Colorado, acting by and through its Board of County Commissioners or as the San Miguel County Housing Authority.

11.12. County PUD/Subdivision Approvals. The approvals granted for the Lawson Hill Subdivision/PUD by the County and reflected by the Subdivision Governing Documents as well as by certain resolutions concerning the Lawson Hill Subdivision/PUD recorded in the Official Records.

11.13. County Transfer Fee. A fee in an amount equal to one percent of the Contract Price that the seller of the Subject Property shall pay to the Administrator upon closing of a sale of the Subject Property.

11.14. Deed Restricted Property. Any property in unincorporated San Miguel County that is subject either to the Original Deed Restriction, or to a real covenant, equitable servitude, or other agreement in favor of the County, and restricting the ownership, use and occupancy of such property to persons who satisfy certain requirements, terms, and/or qualifications.

11.15. Dependent. Any person who can be claimed as a Qualifying Child or Qualifying Relative on another's federal tax return.

11.16. Disabled. A person who receives Social Security Disability, Worker's Compensation for Permanent Total Disability, and/or disability payments through any other official state or federal disability program.

11.17. Domestic Partnership. A relationship between two individuals of the same or opposite sex in which: (1) each individual is at least eighteen years of age; (2) neither individual is legally married to another person or in a Domestic Partnership with another person; (3) the individuals are not related by blood closer than would bar marriage in the state of Colorado; (4) the individuals share a mutual obligation of support and responsibility for each other's welfare; and (5) the individuals are financially interdependent as documented by at least two of the following arrangements: (a) common ownership of real property or a common leasehold interest in real property; (b) common ownership of a motor vehicle; (c) a joint bank account or a joint credit account; (d) designation as a beneficiary for life insurance or retirement benefits, or under a will; (e) assignment of durable power of attorney; or (f) such other proof that the Administrator deems sufficient to establish financial interdependency.

11.18. Estate Planning Entity. A trust, family limited partnership or similar entity created and funded by a Qualified Owner and controlled by such Qualified Owner until that Qualified Owner's death or disability.

11.19. Four County Region. San Miguel County, Montrose County, Ouray County and Dolores County, all in the State of Colorado.

11.20. Homeowners' Association or Condominium Association ("Association"). An association of owners organized under § 38-33.3-301, C.R.S., as amended.

11.21. Household Non-Qualifying Income. The combined Non-Qualifying Income of all Ownership Applicants, their Spouses, and Contributing Occupants.

11.22. Household Qualifying Income. The combined Qualifying Income of all Ownership Applicants, their Spouses, and Contributing Occupants.

11.23. Immediate Family. A person's parents, Spouse, children, and siblings; and a person's Spouse's parents, children and siblings. The terms "parents," "children," and "siblings" includes step-relatives, adopted/adoptive relatives and foster relatives.

11.24. Lender. An individual or company that has loaned funds to the Subject Property Owner for the purpose of financing some portion of the Subject Property Owner's acquisition of the Subject Property, which loan is secured by a Secured Obligation duly recorded against the Subject Property.

11.25. Liabilities. With respect to any person or entity, the total amount owed on obligations that legally bind the person or entity to settle a debt.

11.26. LUC. The San Miguel County Land Use Code.

11.27. Net Assets. With respect to any person or entity, Assets minus Liabilities.

11.28. Non-Qualifying Income. All income that is not Qualifying Income. With respect to any person or entity, Non-Qualifying Income includes, but is not limited to, any money, and the cash value of any goods or services in lieu of money, received from any source whatsoever, including but not limited to remuneration for labor, products or services; money received from governmental assistance programs; tax refunds; prize winnings; gifts; pensions; investments; and money, or goods or services in lieu of money, received from any other source. Except, however, Non-Qualifying Income shall not include any of the

following: (a) income taxed by the federal government but not distributed to such person or entity, or funds distributed to cover the anticipated tax liability of the non-distributed income, but only to the extent that such funds do not exceed the tax liability of the non-distributed income; or (b) equity from the proceeds of a sale of the Ownership Applicant's previous Primary Residence that was sold within the twelve months immediately preceding the date that the Administrator receives the Ownership Applicant's Purchase Application or (c) a gift or any other funds up to 30% of the Contract Price of the Subject Property.

11.29. Occupant. Any person who occupies the Subject Property as his or her Primary Residence but who has no ownership interest in the Subject Property.

11.30. Official Records. The official records of the Clerk and Recorder of San Miguel County, Colorado.

11.31. Option to Purchase. A separately executed and recorded agreement providing the County with an option to purchase the Subject Property under certain specified circumstances. The Subject Property may or may not be subject to an Option to Purchase. As stated in Section 1.1, this Covenant does not affect the rights of any party to any Option to Purchase and does not affect the rights of any Lender.

11.32. Original Plat Note. That certain plat note included on the County PUD/Subdivision Approvals for the Subdivision, which plat note restates LUC § 5-1304 as it existed on the date the plat was recorded.

11.33. Ownership Applicant. Any person who desires to purchase the Subject Property and who submits a Purchase Application and pays the appropriate Application Fee.

11.34. Primary Residence. A person's principal or primary home or place of abode, meaning that home or place of abode in which a person's habitation is fixed and to which that person, whenever absent, has the present intention of returning after a departure or absence therefrom, regardless of the duration of such absence. In determining what is a person's principal or primary home or place of abode, the following circumstances relating to such person may be taken into account: business pursuits, employment, income sources, residence for income or other tax purposes, age, marital status, residence of Immediate Family, if any, leaseholds, situs of personal and real property, and motor vehicle registration.

11.35. Procedures. The uniform procedures adopted pursuant to Section 13.3.

11.36. Public Sector Employer. The state of Colorado and its agencies and entities, counties, cities, cities and counties, municipal corporations, quasi-municipal corporations, school districts, and irrigation, reservoir, and drainage conservation companies or districts organized and existing under the laws of the state of Colorado.

11.37. Purchase Application. The form that an Ownership Applicant submits to the Administrator to request approval as a Qualified Purchaser, and which requires certain documentation and information necessary to determine if the Ownership Applicant satisfies the requirements for approval as a Qualified Purchaser. The Ownership Applicant must verify that all information provided in the Purchase Application is true and accurate. If any of the information is determined inaccurate or non-verifiable, the Ownership Applicant may be subject to disqualification.

11.38. Qualified Occupant. Any person who is not the Subject Property Owner, and who occupies the Subject Property as his or her Primary Residence in compliance with this Covenant.

11.39. Qualified Owner. Any person or entity with an ownership interest in the Subject Property, who maintains such ownership in compliance with this Covenant as provided for in Section 5; or the County, the Town of Telluride, or the Town of Mountain Village.

11.40. Qualified Purchaser. An Ownership Applicant who has received approval pursuant to the terms of this Covenant to purchase the Subject Property; or the County, the Town of Telluride, or the Town of Mountain Village.

11.41. Qualified Tenant. A Rental Applicant who has received approval pursuant to the terms of this Covenant to occupy the Subject Property pursuant to a rental or lease agreement executed by the Rental Applicant and the Qualified Owner. A person who receives approval as a Qualified Tenant must meet the requirements for approval as a Qualified Occupant for as long as they occupy the Subject Property.

11.42. Qualifying Income. Income earned from employment that either requires one's physical presence in the Telluride R-1 School District or that necessitates one's physical presence in the Telluride R-1 School District in order to provide goods or services to residents or visitors in the Telluride R-1 School District.

11.43. Rental Applicant. Any person who desires to occupy the Subject Property pursuant to a lease or rental agreement to be executed by the Rental Applicant and a Qualified Owner, and who submits a Rental Application and pays the appropriate Application Fee.

11.44. Rental Application. The form that a Rental Applicant submits to the Administrator to request approval as a Qualified Tenant, which requires certain documentation and information necessary to determine if the Rental Applicant satisfies the requirements for approval as a Qualified Tenant. The Rental Applicant must verify that all information provided in the Rental Application is true and accurate. If any of the information is determined to be inaccurate or non-verifiable, the Rental Applicant may be subject to disqualification.

11.45. Residential Property. (1) An individual residential dwelling that is developed with open yards on all sides of the dwelling unit, including all manufactured housing (pursuant to C.R.S. 30-28-115(3)) and all mobile homes on permanent foundations, but not including recreational or other wheeled vehicles; (2) a residential dwelling unit in a structure containing two or more such units, the living spaces of which are individually owned, the balance of the property (both land and building) is owned either in common by the owners of the individual units or by an association consisting of such owners; (3) one of at least two individually owned, unconnected residential dwelling units located on property owned either in common by the owners of such units or by an association consisting of such owners; or (4) a legally created parcel of land shown with a separate and distinct number or letter on a subdivision plat recorded in the Official Records, or a parcel described by metes and bounds with access to at least one dedicated public right-of-way and held under separate ownership; and that is zoned for Residential Use.

11.46. Residential Use. Real property that is used or legally could be used for non-commercial dwelling purposes.

11.47. Retired. A person who is more than 59 years of age and is receiving pension benefits, retirement benefits, IRA disbursements, or Social Security retirement benefits.

11.48. Secured Obligation. Any payment or other material obligation due to be performed under a promissory note secured by a deed of trust, mortgage, or other security instrument, encumbering the Subject Property.

11.49. Spouse. One's husband or wife by lawful marriage, or a person with whom one is a member of a Domestic Partnership.

11.50. Subdivision. The subdivision of land reflected in the County PUD/Subdivision Approval, which was established pursuant to the Subdivision Governing Documents.

11.51. Subdivision Governing Documents. The Subdivision was created pursuant to that certain General Declaration and Final Plat(s), as the same may be amended or supplemented from time to time, as described on attached Exhibit "A".

11.52. Subject Property Owner. The person(s) or entity identified as such in this Covenant, inclusive of his/her/their heirs, successors, personal representatives, assigns, designees, lessees, licensees, grantees, transferees, or any other person or entity who has a present right to possess, use or convey a legally recognized and protected interest in the Subject Property.

11.53. Telluride Region. The area identified as such in the San Miguel County Master Plan.

11.54. Total Household Assets. The combined Net Assets of all Ownership Applicants and Contributing Occupants.

Section 12. General Provisions.

12.1. Recording of Covenant. This Covenant shall be recorded in the Official Records upon execution.

12.2. Covenant Running With the Land - Binding Effect. Each and every conveyance of the Subject Property, for all purposes, shall be deemed to include this Covenant and to fully incorporate all terms of this Covenant by this reference. This Covenant constitutes a real covenant and equitable servitude that runs with the Subject Property through the expiration of the Term and burdens the Subject Property for the benefit of the County, and shall be binding on the Subject Property Owner, and on the heirs, personal representatives, assigns, lessees and licensees, any transferee of the Subject Property Owner, and any other person or entity who becomes the Subject Property Owner of the Subject Property.

12.3. Procedures. The Parties recognize and agree that the County may from time to time adopt uniform procedures intended to further implement the provisions of this Covenant, including the administration of appeals to any decision rendered pursuant to this Covenant. The Procedures shall not materially differ from or alter any of the terms and conditions of this Covenant. Prior to adoption of the Procedures, the County shall make materials available for reasonable public review and comment and reasonable notice of the proposed action and right to review and comment shall be given the Subject Property Owner. The Procedures, when adopted, shall be made available at the County and Administrator offices.

12.4. Further Actions. The parties to any agreement contemplated under this Covenant agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Covenant or any agreement or document relating hereto or entered into in connection herewith.

12.5. Gender and Number. Whenever the context so requires in this Covenant, the neuter gender shall include any or all genders and vice versa, and the use of the singular shall include the plural and vice versa.

12.6. Non-discrimination. No person shall be discriminated against on the basis of race, national origin, sex, color, creed or physical infirmity.

12.7. Personal Liability. The Subject Property Owner shall be personally liable for any violations of this Covenant.

12.8. Severability. Should a court of competent jurisdiction find and determine that a specific provision or provisions of this Covenant are legally void, invalid, or otherwise unenforceable, such specific provision or provisions shall be deemed to be severable from the remainder of this Covenant, which shall remain legally valid and in full force and effect.

12.9. Successors. Except as otherwise provided herein, the provisions and covenants contained in this Covenant shall inure to and be binding upon the heirs, successors and assigns of the Parties.

12.10. Waiver. No claim of waiver, consent or acquiescence with respect to any provision of this Covenant shall be valid against any Party hereto, except on the basis of a written instrument executed by the Parties hereto. Nothing in this Covenant shall be deemed to waive or otherwise limit any defenses or immunities that may be available to the County or the Administrator under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101. et seq., or other applicable law.

12.11. Counterparts. This Covenant may be executed in multiple counterparts or by legible facsimile copy, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same instrument. The facsimile transmission of a signed copy hereof or of any notice to be given to the other Party or his or her agent, shall be considered valid and constitute a signed original. A signed "hard copy" of the Covenant shall not be necessary, but may be executed by the Parties.

12.12. No Third Party Benefit. Except as herein provided, no person or entity, other than a Party to this Covenant, shall have any right of action under this Covenant. It is the express intent of the Parties hereto that any person or entity who is not a Party to this Covenant, but who receives services or benefits under this Covenant, shall be deemed an incidental beneficiary only.

12.13. Integration. This Covenant constitutes the entire integrated understanding of the Parties regarding the subject matter set forth herein and no prior or contemporaneous promise, representation, term, condition, or understanding shall be of any legal force or effect, unless embodied herein in writing, or in a written amendment mutually agreed to by the Parties.

12.14. Captions. Captions are for convenience only and are not to be construed as defining or limiting in any way the scope of intent of the provisions of such Sections.

IN WITNESS WHEREOF, the Parties have executed this Covenant as of the Effective Date.

The persons executing this Covenant on behalf of the respective Parties to this Covenant hereby warrant and affirm their authority to enter into this Covenant on behalf of the named Parties hereto and warrant and affirm their authority to bind the named Parties hereto to all terms, conditions, and obligations contained in this Covenant.

**SAN MIGUEL COUNTY, COLORADO:
BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF SAN MIGUEL,
STATE OF COLORADO**

By: _____
Kris Holstrom

Date: _____

ATTEST: _____
Carmen Warfield

STATE OF COLORADO)
) ss.
COUNTY OF SAN MIGUEL)

Acknowledged, subscribed and sworn to before me this ____ day of _____, 20____, by _____, as Chair of the Board of Commissioners of San Miguel County, Colorado, and by _____, as Chief Deputy Clerk to the Board of County Commissioners of San Miguel County, Colorado.

Witness my hand and official seal.

Notary Public

Date Commission Expires

ADMINISTRATOR:

SAN MIGUEL COUNTY HOUSING AUTHORITY

By: _____
Kris Holstrom

Date: _____

STATE OF COLORADO)
) ss.
COUNTY OF SAN MIGUEL)

Acknowledged, subscribed and sworn to before me this ____ day of _____, 20____, by
_____, as Chair of the San Miguel County Housing Authority.

Witness my hand and official seal.

Notary Public

Date Commission Expires

SUBJECT PROPERTY OWNER

By: [Signature]
Alexander Rollinson

Date: 6/26/19

Alexander F. Rollinson
Printed Name

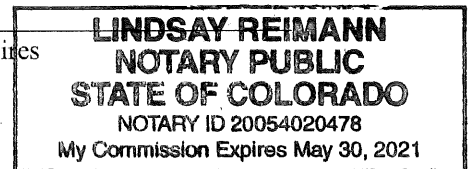
STATE OF COLORADO)
) ss.
COUNTY OF SAN MIGUEL)

Acknowledged, subscribed and sworn to before me this 26 day of June, 2019, by
Alexander F. Rollinson.

Witness my hand and official seal.

[Signature]
Notary Public

5-30-2021
Date Commission Expires



SUBJECT PROPERTY OWNER

By: Kelly L Rollinson
Kelly Rollinson

Date: 6-26-19

Kelly L Rollinson

STATE OF COLORADO)
) ss.
COUNTY OF SAN MIGUEL)

Acknowledged, subscribed and sworn to before me this 26 day of June, 2019, by
Kelly L. Rollinson.

Witness my hand and official seal.

[Signature]
Notary Public

5-30-2021
Date Commission Expires

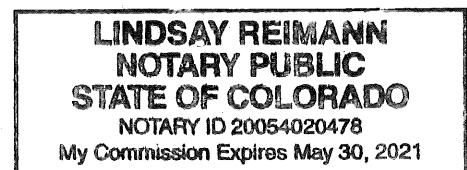


Exhibit "A"
(Lawson Hill Subdivision/PUD Governing Documents)

General Declaration(s) for Lawson Hill Subdivision/PUD:

- (1) Declaration for Lawson Hill, recorded April 16, 1992, at No. 276371 in Book 490 at page 925
- (2) First Supplement to Declaration for Lawson Hill, recorded May 18, 1992, at No. 276937 in Book 492 at page 340;
- (3) First Amendment to Declaration for Lawson Hill, recorded August 21, 1992, at No. 278961 in Book 496 at page 918;
- (4) Declaration of Covenants, Conditions and Restrictions, recorded September 11, 1992, at No. 279394 in Book 497 at Page 901;
- (5) Second Supplement to Declaration for Lawson Hill, recorded June 16, 1993, at No. 285307 in Book 512 at page 551;
- (6) Second Amendment to Declaration for Lawson Hill, recorded November 8, 1993, at No. 288408 in Book 520 at page 86;
- (7) Fourth Supplement to Declaration for Lawson Hill, recorded October 18, 1994, at No. 295198 in Book 536 at page 655;
- (8) Party Wall Declaration Duplex Residences (Lots 22 A and B), recorded October 9, 1995, at No. 301166 in Book 551 at page 577;
- (9) Declaration of Covenants, Conditions, Restrictions and Easements (Lots 322A and 322 B), recorded December 18, 1995, at No. 302403 in Book 554 at page 658;
- (10) Fifth Supplement to Declaration for Lawson Hill, recorded August 12, 1996, at No. 306843 in Book 565 at page 1002;
- (11) Third Supplement to Declaration for Lawson Hill, recorded August 14, 1996, at No. 306867 in Book 566 at page 34;
- (12) Third Amendment to Declaration for Lawson Hill, recorded July 3, 1997, No. 313200 in Book 583 at page 601;
- (13) Fifth Supplement to Declaration for Lawson Hill, recorded August 6, 1997, at No. 313760 in Book 585 at page 72;
- (14) Correction of Third Supplement to Declaration for Lawson Hill, recorded March 19, 1999, in No. 325041;
- (15) Fourth Amendment to Declaration for Lawson Hill, recorded February 19, 2002, at No. 347160;
- (16) Fifth Amendment to Declaration for Lawson Hill, recorded March 28, 2002, at No. 348021;
- (17) Declaration of Access and Utility Easements Including Use and Maintenance Provisions (Lot HUB-2A, Lot HUB-2B, Lot HUB-2C, Lot HUB-2D, Lot HUB-2E and Lot HUB-2F), recorded May 13, 2004, at No. 366153;
- (18) Declaration of Access and Utility Easements (Lot HUB-2C), recorded May 13, 2004, at No. 366154;
- (19) Declaration of Covenants and Use Restrictions (Lot HUB-2A, Lot HUB-2B, Lot HUB-2D, Lot HUB-2E and Lot HUB-2F), recorded May 13, 2004, at No. 366155;
- (20) Sixth Amendment to Declaration for Lawson Hill, recorded March 17, 2006, at No. 382780; and any and all such other, if any, duly executed amendments or supplements to the Declaration (collectively and together with the Original Declaration, the "**Declarations**").

Final Plats for Lawson Hill Subdivision/PUD:

- (1) Plat for Lawson Hill, described as Lawson Hill, Phase 1, recorded on April 16, 1992, at No. 276370 in Plat Book 1 at page 1272;
- (2) Plat for Lawson Hill, described as Lawson Hill, Phase 2, recorded on May 18, 1992, at No. 276936 in Plat Book 1 at page 1282;
- (3) Insubstantial Amendment to Plat, recorded on September 11, 1992, at No. 279392 in Plat Book 1 at page 1353;
- (4) Replat of Lot J in Lots J1 and J2, recorded November 6, 1992, at No. 280738 in Plat Book 1 at page 1373;
- (5) Subdivision Exemption for Lot Line Adjustment, Lots 36A, 36B & tract 508-A, Phase 1 &2, recorded on January 8, 1993, at No. 282137 in Plat Book 1 at page 1398;
- (6) Replat of Lot 211 into Lots 211A and 211B, recorded October 7, 1993, at No. 287768 in Plat Book 1 at page 1564;
- (7) Map, described as Lawson Hill Retaining Wall, Lots 14-18, recorded on January 21, 1994, at No. 289986 in Plat Book 1 at page 1626;
- (8) Second Insubstantial Amendment to Plat, recorded on July 5, 1995, at No. 299682 in Plat Book 1 at page 1887;
- (9) Plat for Lawson Hill P.U.D. Phase 9, recorded July 14, 1995, at No. 299816 in Plat Book 1 at page 1891;
- (10) Substantial Plat Amendment of Lot 322, Phase 5, (Lots 322A & B), recorded December 12, 1995, at No. 302283 in Plat Book 1 at page 1959;
- (11) Final Plat, Rezoning and Substantial P.U.D. Amendment to Lots 426 & Tract 509, recorded December 19, 1995, at No. 302452 in Plat Book 1 at page 1960;
- (12) Rezoning and Substantial Amendment to Lawson Hill Final Plat and PUD, Lots 11, 12 and 13, Phase One and Two and Lot 425, Phase 9, recorded February 8, 1996, at No. 303353 in Plat Book 1 at page 1995;
- (13) Substantial Plat Amendment to Lot F, Lawson Hill, Filing 6, recorded February 15, 1996, at No. 303470 in Plat Book 1 at page 1998;
- (14) Subdivision Exemption for Essential Community Facilities for Lot 425, Phase 9, recorded April 25, 1996, at No. 304826 in Plat Book 1 at page 2037;
- (15) Lawson Hill PUD, Phase 12, recorded April 25, 1996, at No. 304827 in Plat Book 1 at page 2039;
- (16) Final Plat, Lawson Hill PUD, Phase 11, (Lots 314-316), recorded May 3, 1996, at No. 305016 in Plat Book 1 at page 2046;
- (17) Insubstantial Amendment to Lot 26, Phase One and Two, recorded May 7, 1996, at No. 305068 in Plat Book 1 at page 2047;
- (18) Second Substantial Amendment to the Final Plat of Lot B, Phase 2, recorded July 11, 1996, at No. 306255 in Plat Book 1 at page 2071;
- (19) Telecam/Ilium Subdivision Exemption for Lot Line Adjustment between Lots P, 426, Q, Q-1. Tract 503, Preliminarily Platted Lot T, Tract 509, and Final Plat of Tract 509A, and Insubstantial Plat Amendment for Lot P, recorded September 11, 1996, at No. 307391 in Plat Book 1 at page 2105;
- (20) Substantial Plat Amendment to Final Plat of Lot 425A, Phase 9, recorded September 12, 1996, at No. 307393 in Plat Book 1 at page 2111;
- (21) Subdivision Exemption for a Lot Line Adjustment Between Lot P, Phase 9 and Lot 426, Phase 10, recorded May 15, 1997, at No. 312262 in Plat Book 1 at page 2238;

- (22) Third Amendment to the Planned Community Map for Two Rivers Located on Lot P, Phase 9, Third Amendment to the Planned Community Map for Two Rivers Located on Lot P, Phase 9, (Lot C, Tracts 22, 23, 24 and 26), recorded July 29, 1997, at No. 313585 in Plat Book 1 at page 2261;
- (23) Condominium Map for Sunshine Valley Condominiums Located on Lot P, Phase 9, recorded August 15, 1997, at No. 313918 in Plat Book 1 at page 2273;
- (24) Second Amendment to the Condominium Map for Top of the Hill at Lawson Hill, Located on Lot O, Phase 1, recorded March 20, 1998, at No. 317668 in Plat Book 1 at page 2339;
- (25) Condominium Map for Ridgeview at Lawson Hill, Located on Lot O, Phase 1, recorded March 20, 1998, at No. 317670 in Plat Book 1 at page 2340;
- (26) Substantial Plat and PUD Amendment for Lots 406, 425-4 and 302-9/10, recorded July 28, 1998, at No. 320232 in Plat Book 1 at page 2410;
- (27) Substantial Plat and PUD Amendment for Lots O, P, 314 and 315, recorded March 16, 1999, at No. 324971 in Plat Book 1 at page 2511;
- (28) Subdivision Exemption for a Single Lot Split for Lot 400, recorded April 26, 1999, at No. 325920 in Plat Book 1 at page 2540;
- (29) Substantial Plat and PUD Amendment for Lots 404, 405, 406, 407, 408, 414, 415, 417, 418, 421, 422 and 425-4, recorded May 10, 1999, at No. 326303 in Plat Book 1 at page 2548;
- (30) Insubstantial Amendment to the Final Plat of Lot 33A, recorded June 2, 1999, at No. 326925 in Plat Book 1 at page 2576;
- (31) Substantial Plat/PUD Amendment and Lot Line Adjustment of Lots 408, 414 and 425-4, Phase 9, (Lot 410), recorded August 2, 1999, at No. 328259 in Plat Book 1 at page 2604;
- (32) Substantial Plat/PUD Amendment, Rezoning, Lot Line Adjustment and Road Standard Variance for Lots 6A, 6B, 316, 302-6 and Units 314-11, 314-12, 314-13, 315-1 and 315-2 of Elk Meadows , recorded October 28, 1999, at No. 330139 in Plat Book 1 at page 2628;
- (33) Road Standard Exemption and Substantial Plat and PUD Amendment for Lot O, recorded December 21, 2000, at No. 338713 in Plat Book 1 at page 2840;
- (34) Road Standard Exemption and Substantial Plat and PUD Amendment for Lot P, recorded December 21, 2000, at No. 338714 in Plat Book 1 at page 2842;
- (35) Final Plat of Tract 501, Phase 13, recorded July 27, 2001, at No. 342838 in Plat Book 1 at page 2908;
- (36) Insubstantial Plat Amendment of Lot 31, recorded November 14, 2001, at No. 345085 in Plat Book 1 at page 2961;
- (37) Community Map for Ridgeview at Top of the Hill at Lawson Hill Subordinate Association, (Lot O, Unit 1), recorded December 18, 2001, at No. 345802 in Plat Book 1 at page 2974;
- (38) Supplemental Community Map, Condominium Community of Rio Vistas, Phase II, at Top of the Hill at Lawson Hill Subordinate Association, Located on Lot O, Phase 1, recorded March 14, 2002, at No. 347699 in Plat Book 1 at page 2984;
- (39) Fifth Supplement to the Condominium Map for Unit SV140 Sunshine Valley Condominiums Located on Lot P, Phase 9, recorded March 15, 2002, at No. 347719 in Plat Book 1 at page 2992;
- (40) Subdivision Exemption for Lot Line Adjustment and an Insubstantial Plat Amendment for Lots 5B and 6, recorded June 18, 2002, at No. 349809 in Plat Book 1 at page 3033;
- (41) Subdivision Exemption for a Single Lot Split in an Existing Subdivision and Amendment to the Map for Elk Meadows, Located on Lot 314, Phase 11, recorded November 22, 2002, at No. 353265 in Plat Book 1 at page 3077;

- (42) Insubstantial Plat/PUD Amendment, Lot 322-A, recorded December 6, 2002, at No. 353578 in Plat Book 1 at page 3085;
- (43) Substantial Plat/PUD Amendment for Unit SV-141, Sunshine Valley Condominiums, Located on Lot P, recorded January 15, 2003, at No. 354410 in Plat Book 1 at page 3095;
- (44) Subdivision Exemption for a Single Lot Split in an Existing Subdivision and Amendment to the Map for Elk Meadows, Located on Lot 314, Phase 11, (314 -2 &3), recorded April 21, 2003, at No. 356713 in Plat Book 1 at page 3126;
- (45) Correction Plat of Subdivision Exemption for a Single Lot Split in an Existing Subdivision and Amendment to the Map for Elk Meadows, Located on Lot 314, Phase 11, (314-2 &3), recorded June 27, 2003, at No. 358311 in Plat Book 1 at page 3156;
- (46) Subdivision Exemption for a Lot Line Adjustment to Adjust Lot Lines Between Tract 503 and Lot Q and Insubstantial Plat Amendment to Eliminate Preliminary Platted Lot T, recorded July 11, 2003, at No. 358629 in Plat Book 1 at page 3158;
- (47) Subdivision Exemption for Single Lot Split for Lot 309, and Lot Line Adjustment for Lot 309, Tract 509 and Tract 511 , Phase 5, (509, 511,309-1-11), recorded September 17, 2003, at No. 360316 in Plat Book 1 at page 3186;
- (48) Lawson Hill PUD, Phase 14, Final Plat and a Replat of Lots J1 and J2, Filing 1 and a Replat of Tract 501, Filing 13, recorded October 9, 2003, at No. 360995 in Plat Book 1 at page 3199;
- (49) Insubstantial Plat/PUD Amendment to Lots J1 and J2, A-1 and Tract 501-W, recorded November 17, 2003, at No. 362028 in Plat Book 1 at page 3211;
- (50) Subdivision Exemption for Lot Line Adjustment of Tracts 501 and 505 and Final Plat of Tract 505, recorded January 21, 2004, at No. 363535 in Plat Book 1 at page 3226;
- (51) Lawson Hill PUD, Phase 15, (502, 503-A, 508, 509-B & C, HI and L), recorded October 14, 2005, at No. 378712 in Plat Book 1 at page 3545;
- (52) Lot HUB-2AF, A Subdivision Exemption for Lot Line Adjustment and Insubstantial Plat/PUD Amendment of Lot HUB-2A and Lot HUB-2F, According to the Subdivision Exemption for Single Lot Split and Insubstantial Amendment for Lot A-1, recorded July 14, 2006, at No. 385327 in Plat Book 1 at page 3682;
- (53) Insubstantial Amendment to Tract 503, recorded September 26, 2006, at No. 387097 in Plat Book 1 at page 3734;
- (54) Subdivision Exemption for Lot Line Adjustment for Tract 503, 509B and 509C, recorded September 26, 2006, at No. 387099 in Plat Book 1 at page 3735;
- (55) Substantial PUC and Plat Amendment to Final Plat for Lots 440, 441, 442, 443, 444, Tract 516 and Lot2 Q-2 through Q-37, Substantial Plat and PUD Amendment and Rezoning for Lots Q, Q-1 and 426, recorded December 7, 2006, at No. 388898 in Plat Book 1 at page 3768;
- (56) Subdivision Exemption for a Single Lot Split in an Existing Subdivision Insubstantial PUD Amendment for Lot 316, recorded June 12, 2008, at No. 402053 in Plat Book 1 at page 3969;
- (57) Boundary & Topographic Survey Lot 407, Phase 9, recorded October 8, 2008, in Survey Book 1 at page 672;
- (58) Single Lot Split in an Existing Subdivision for Lot 400, Phase 9, recorded May 29, 2009, at No. 407159 in Plat Book 1 at page 4193; and any and all such other, if any, duly executed amendments or supplements to the Plat.



AGENDA ITEM - 4.1.

TITLE:

Approval of Chair's signature on a 2019 Engagement of Service Agreement for Michael J. Bordogna.

Presented by:

Time needed:

PREPARED BY:

Amy Markwell, County Attorney

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

Employment Agreement

Upload Date

7/11/2019

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and entered into on _____, 2019 by and between the Board of County Commissioners of San Miguel County, Colorado ("the Board"), and Michael J. Bordogna, ("Employee").

RECITALS

WHEREAS, the Board hired Employee as County Manager for San Miguel County with a start date of September 1, 2019; and

WHEREAS, the Board desires to provide certain benefits and employment conditions to Employee; and

WHEREAS, the Board desires to (1) secure and retain the services of Employee and to provide inducements for him to remain in such employment; (2) make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; and (3) provide a just means for terminating Employee's services by either the Board or the Employee; and

WHEREAS, Employee desires employment as County Manager of San Miguel County.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement agree as follows:

AGREEMENT

1. **Duties.** Employee shall perform the duties of County Manager as outlined in the attached job description and as prescribed by the Board and as amended from time to time.
2. **Salary.** Board agrees to pay Employee a salary for his services rendered at a rate of approximately \$5,576.93 bi-weekly (annual rate of \$145,000) thereafter, payable in installments at the same time as other employees of the County are paid. In addition, Board may increase Employee's base salary and/or benefits in such amounts and to such extent as the Board may determine that it is desirable to do so by an annual salary review. Employee shall also be entitled to receive any cost of living adjustment that is made on a county-wide basis during the annual salary review.
3. **Housing Allowance.** Employee shall be eligible for a housing allowance of \$1500 per month or the temporary use of the county-owned condominium located in Eider Creek ("County Condo") if available. If Employee chooses the temporary use of the County Condo, there will be a separate agreement detailing the terms and conditions of said use. At any time Employee is not

residing in the County Condo, he is eligible for the stated housing allowance until such time that this Agreement is modified by either the Board or the Employee.

4. Personnel Guidelines. Employee's employment shall additionally be governed by the provisions of the San Miguel County Employee Handbook and Administrative Policy Manual as they now exist or may be amended from time to time, except as otherwise provided in this Agreement.

5. Vacation & Sick Leave. The Board shall provide the Employee with the vacation and sick leave benefits as set forth in the Board's Employee Handbook, except as otherwise provided for herein.

6. Personal Time. The Board shall provide the Employee with personal time benefits as prescribed by the Board's Employee Handbook, except as otherwise provided for herein.

7. Paid Administrative Leave. The Board recognizes that the Employee may devote a great deal of his time outside normal office hours to business of the Board, and to that end, Employee will be allowed to take up to six (6) paid administrative leave days per calendar year at any time as long as organizational needs permit. Paid administrative leave days shall not accumulate from year-to-year, and Employee shall not receive any compensation or payment for any unused administrative leave days.

8. Benefits. Employee shall be eligible for the benefit package options offered to regular full-time employees, subject to the terms and conditions of any existing or future plans for the provision of such benefits to county employees including but not limited to health insurance, dental insurance, vision insurance, disability, and life insurance. Where a premium is necessary to provide medical, dental, vision, disability or life insurance coverage for the Employee and/or Employee's family, the premium shall be paid by the Board at the same rate as is available to county employees.

a. Employee shall be provided a county-issued mobile phone, or at his election, may elect to receive a mobile phone stipend in an amount equal to that provided to other key county employees.

b. Each pay period, the Board shall provide the Employee with the retirement contribution as prescribed by the Board's Employee Handbook. If the maximum contribution and match are increased in the future for other full-time county employees, then Employee shall receive the same maximum contribution and match equal to such new maximum.

c. Board agrees to budget and to pay for the professional dues and subscriptions of Employee reasonably necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Board, as budgeted or approved in advance by the Board in its discretion.

d. Board agrees to budget for and to pay the travel and subsistence expenses of Employee for professional and official meetings and occasions adequate to continue the professional development of Employee and to adequately pursue reasonably necessary official and other functions for the Board, as budgeted or approved in advance by the Board in its discretion.

e. Board also agrees to budget and pay for the travel and subsistence expenses of Employee for short courses, institutes, and seminars that are reasonably necessary for his professional development and the good of the Board, as budgeted or approved in advance by the Board in its discretion.

f. Employee shall be entitled to the use of a county-owned fleet vehicle for temporary, county-related travel as outlined in section 4-6 of the Administrative Policy Manual.

9. Business Expenses. Employee shall be entitled to reimbursement for all reasonable and necessary business expenses including travel, food, lodging and similar expenses upon submission of appropriate documentation, or shall be entitled to per diem rates available to other county employees, as set forth by the Board.

10. Annual Review. Employee's job performance shall be reviewed by the Board on or before November 1st of each year of employment. The parties expressly agree that such reviews are not a commitment by the Board to employ Employee for a one-year period, a series of one-year periods, or any other fixed term.

11. Term of Agreement. The terms of this Agreement shall be from September 1, 2019 through December 31, 2020. If not terminated on or before December 31, 2019, then it shall be automatically renewed upon adoption of the annual budget without further execution or formality of an additional agreement, under the same terms and conditions contained herein. The term of employment shall not prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the Employer pursuant to section 13 or for the Board to terminate Employee's employment pursuant to section 11.

12. Termination. The Board may terminate this Agreement with or without cause by providing at least thirty (30) days advance written notice to Employee. Any decision of the Board which fails to appropriate sufficient funds to meet the financial obligations of the Board herein shall be considered a termination without cause. The date of termination shall commence on the thirty-first (31st) day or as of a fixed day set by the Board.

13. Severance. If the Employee is terminated *without cause*, the Board shall provide a minimum severance payment in an amount equal to three (3) months of Employee's then-current base salary rate, plus three (3) months of medical, dental, and vision insurance benefits as are being provided immediately prior to the notice of termination. Payment of all accrued and unused vacation and/or sick leave shall not be considered severance pay but shall be paid to Employee pursuant to the Employee Handbook. Employee shall have the option of taking any severance payment paid in one lump sum or in installments similar to the payment of salary in

section 2 as of the date of termination. If Employee chooses installment payments, said payments shall be completed no later than the end of the next fiscal year from the date of termination. Employee shall not continue to accrue any sick/vacation time past the date of termination.

If Employee is terminated *for cause*, then the Board is not obligated to pay severance under this section. For purposes of this Agreement, the term “for cause” shall be defined as one of the following:

- a. Any breach of this Agreement by the Employee as determined in the reasonable judgment of the Board;
- b. The neglect, nonfeasance, or malfeasance of the Employee in the performance of the services contemplated by the Agreement;
- c. Any act involving moral turpitude or intentional dishonesty as determined in the reasonable judgment of the Board;
- d. Employee’s conviction of a felony or Class 1 misdemeanor in a court of competent jurisdiction; or
- e. Employee’s knowing violation of any (a) civil rights, anti-discrimination, or other similar laws, and (b) the Standards of Conduct Act at C.R.S. 24-18-101 et seq. or any similar law relating to public officials or employees.

14. Resignation. Employee may terminate this Agreement by providing at least thirty (30) days advance written notice to the Board of such resignation. If Employee terminates this Agreement pursuant to this provision, other than at the request of the Board, he shall not be entitled to receive any severance pay, but if she has given the required notice, he shall be entitled to receive his full salary and benefits through the date of termination in addition to payment of accrued and unused vacation leave and sick leave as set forth in section 12. Employee shall not be entitled to the payment of accrued and unused sick leave if the required notice is not provided.

15. Indemnification. The Board acknowledges that Employee does not maintain legal malpractice insurance or errors and omissions insurance. Except for willful and wanton misconduct, in the event Employee is made or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that she is or was an employee of the Board, or is or was serving at the request of the Board in any capacity, Board shall defend Employee, and Employee shall be, to the extent permissible by law, indemnified and held harmless by Board with respect to all costs, expenses, damages, liabilities, judgments, and attorney’s fees incurred by Employee and staff of County Manager’s office as a result of such action, suit, or proceeding.

16. Appropriations. The Board and Employee recognize that the obligations of the Board under this Agreement shall be from year-to-year and do not create a multiple-fiscal-year direct or other financial obligation. However, it is the intent of the parties that the appropriation necessary

to satisfy said obligations shall be annually renewed, and the County Finance Director is hereby directed to include in the budget proposals submitted to the Board, in each year prior to the termination of this Agreement, amounts sufficient to meet the Board's obligations hereunder. Approval of the annual budget, while Employee remains County Manager, shall confirm that the subsequent annual budget appropriation has been made for all financial obligations contained herein for the subsequent fiscal year.

17. General Provisions.

- a. The text herein shall constitute the entire Agreement between parties and may be modified only by a written instrument duly executed by the parties.
- b. In the event of any dispute regarding the terms of this Agreement, venue shall only be proper in San Miguel County, Colorado.
- c. The failure of either party to exercise any of its rights under this Agreement shall not be deemed to be a waiver of those rights.
- d. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

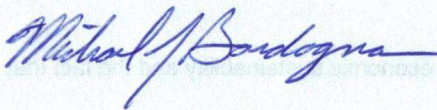
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**THE BOARD OF COUNTY COMMISSIONERS
OF SAN MIGUEL COUNTY, COLORADO**

BY: _____
Kris Holstrom, Chair

ATTEST:

EMPLOYEE



BY: _____
Carmen Warfield, Clerk to the Board

Michael J. Bordogna, County Manager

ATTACHMENT A

JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

COUNTY MANAGER

Department: BOCC

Pay Grade: 64

FLSA Status: Full time; Exempt

JOB SUMMARY

The County Manager directs the day-to-day operations of San Miguel County through the policies and direction of the Board of County Commissioners (BOCC) and is responsible for the efficient management of the business and concerns of the County. The County Manager advocates the San Miguel County Vision Statement, Mission Statement and Core Values providing leadership within the County organization and ensures collaboration with the BOCC, Departments, and employees and with other jurisdictions, agencies and associations.

Supervision Received: Receives direct supervision from the Board of County Commissioners.

Supervision Exercised: Exercises direct supervision over Division/Department Heads, except the County Attorney. Administrative Support personnel, and may oversee special project staff and committee assignments.

ESSENTIAL JOB FUNCTIONS

- Hires, commends, disciplines and terminates County Commissioners Office administrative staff and the appointed Department Heads, except the County Attorney and Public Health Director. Develops their potential and monitors/evaluates their performance to maintain efficiency and quality of work (work on this sentence). Coordinates the various activities of the County through the direction of the County Department Heads.
- Assists San Miguel County Elected Officials when necessary to help them meet their statutory requirements. Schedules regular meetings between BOCC and other County Elected Officials.
- Attends and participates in Board of County Commissioner meetings; directs preparation of the commission meeting agendas; provides staff support and research to the Board; develops and recommends policies and procedures and presents the same for the Board's consideration. Informs the board of pertinent items on the agenda which require their particular attention and concern; provides background data on important matters coming before the board.
- Oversees and ensures the County's adherence to all statutory requirements.

- Exercises signature authority for routine personnel, financial and management actions where the direct involvement of the Board is not required.
- Coordinates activities of the various County departments to ensure that County Goals are achieved, and ensures that departments follow through with the policies and the direction of the BOCC.
- Monitors and coordinates with Department Heads regarding Board approved projects, programs and contracts; keeps Board apprised of progress on periodic basis.
- Coordinates the annual strategic planning, goal setting and budget development processes. Brings critical budget issues to BOCC for discussion. Presents final budget to BOCC for approval. Ensures expense and revenue budgets are managed properly. Enforces cost control measures, eliminates redundant systems, and establishes and implements County cost measurements.
- Directs salary and benefit surveys and brings final recommendations to BOCC. Reviews and recommends to BOCC changes in classification, department structure and hiring new employees above entry level salary.
- Is responsible for administrative oversight of County employee benefits package (health insurance, retirement plan, etc.)
- Ensures that all County departments comply with County policies (purchasing, personnel, motorpool, etc.).
- Assists departments in finding and developing grant opportunities.
- Represents the governing board at meetings with Federal, State, Regional and Municipal officials; acts as County spokesperson in absence of the Board Chairman or as directed by the Board.
- Follows legislation that affects County government. Works with BOCC to develop responses to legislative proposals.
- Is responsible for the development and review of the BOCC weekly meeting agendas and the BOCC monthly meeting list.
- Oversees the development and dissemination of public information and approves for media release.
- Directs the development of administrative or program studies, the preparation and revision of policies, rules, and manuals of procedure, and instruction in their use.
- Performs other duties as appropriate and assigned by the BOCC.

QUALIFICATIONS

Education and Experience:

MINIMUM QUALIFICATIONS REQUIRED: Any combination of education and experience that would likely provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the knowledge, skills and abilities for this position would be:

Master's Degree in Public or Business Administration or an equivalent degree of advanced education and/or, any combination of education, training and experience which provides the

required knowledge, skills, and abilities to perform the essential functions of the job.

At least five years of direct, progressive experience in local government administration and experience in senior management experience involving public visibility and direction of senior management team members.

Licenses or Certifications:

Valid Colorado Driver's License

Preferred ICMA Certification.

Special Requirements:

County Manager must reside within San Miguel County.

TECHNICAL SKILLS:

- Must possess strong organizational leadership abilities and demonstrated skill in administration, personnel, team building and finance. Must be an excellent communicator who knows how to set and accomplish goals and priorities. Must work well with people in a variety of settings.
- Proficient word processing and computer skills in Microsoft Office products including Word, Excel and Outlook, navigating a Windows based computer system and the Internet, Google Docs.

ORGANIZATIONAL RELATIONSHIPS

Reports to the Board of County Commissioners. Supervises the County Commissioners Office administrative staff. Supervises all appointed Department Heads, except the County Attorney.

PHYSICAL DEMANDS

The work is sedentary requires exerting up to 25 pounds of force occasionally and/or negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Requires fingering, feeling, repetitive motion, mental acuity including the ability to make rational decisions through sound logic and deductive processes, the ability to express ideas by means of the spoken word, ability to receive detailed information through oral communication, and to make the discrimination in sound, and have close visual acuity. Travel to other locations using various modes of private and commercial transportation.

WORK ENVIRONMENT

Work is performed in an environment making decisions that could lead to major community or organizational consequences if appropriate decisions are not timely.

Work is performed in a normal office environment with little exposure to outdoor temperatures or dirt and dust. The incumbent's working conditions are moderately quiet.



AGENDA ITEM - 4.m.

TITLE:

Approval of Chair's signature on a Resolution supporting the grant application for a planning grant from the State Board of the Great Outdoors Colorado Trust Fund for the Planning/Design of San Miguel County's Down Valley Connector Trail Project.

Presented by:

Time needed:

PREPARED BY:

Janet Kask, County Parks and Open Space Director

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	Upload Date
Memo	7/12/2019
GOCO Resolution	7/12/2019

DATE: July 10, 2019
TO: BOCC
FROM: Janet Kask, Director, Parks & Open Space
RE: GOCO Planning Grant – Down Valley Connector Trail Project

The County is applying for a GOCO Planning Grant to pursue the Down Valley Connector Trail (DVCT) project. The County's Open Space Commission (OSC) is spearheading this initiative along with assistance from the Telluride Mountain Club (TMC). The GOCO Planning Grant has a limit of \$75K and would require the County to match 25% (\$18,750.) of which 10% (\$1875.) must be in cash. Funds are set aside in the 2019 POS budget for new trail construction. This GOCO Planning Grant is more of a feasibility study.

The DVCT project is a very ambitious undertaking and has many challenges, including river crossings, high erosion terrain features, steep slopes, a narrow canyon, private property and a state highway. The planning of this trail, due to its complicated terrain and property ownership, will involve several complex planning stages – surveys, highway right-of-way planning/surveying, trail alignment, bridge engineering, easement negotiations along with administration and oversight.

The County is proposing a trail plan which will serve as a connect initiative, and an added outdoor recreation outlet for the residents and visitors to this region. The total length of the proposed trail is 2.5 miles and it would run from the Down Valley Park up valley to the existing M59 trail. This new trail would provide easy to moderate hiking/walking/running/biking and commuter options for a wide range of abilities and user groups and would also better connect the outlying satellite communities.

Specifically, the new connector trail would continue from the M59 River Trail west to the Town of Sawpit and the Hastings Mesa community. The Town of Sawpit is prepared to work with the County to create a new Sawpit Park on its property south of the San Miguel River. Further west the trail would connect many San Miguel River corridor homes and the communities and neighborhoods of Fall Creek, Wilson Mesa, the Angler Inn neighborhood, Trunk Road homes and several Highway 145 corridor homes. The connector trail would continue to the County's Down Valley Park and trails.

County POS staff and members of the OSC have had preliminary conversations and site visits with some of the private property owners to discuss this project and address any concerns and discuss details. County POS staff have also contacted CDOT, BLM and the USFS to discuss this proposed new trail. Preliminary discussions with these entities has been promising within the proposed scope of the future trail plan.

It is the vision of the OSC to research and identify the key issues facing the greater San Miguel County community. The main concerns immediately identified include the safety of hikers, bikers and runners who utilize the exposed shoulder of Highway 145. Getting these individuals off the highway and onto a safe pedestrian corridor is of tremendous importance to our community.

The OSC developed and adopted a Work Plan/Goals for 2019-2020, which is based on their mission statement. The DVCT became a priority and was cited under the Work Plan/Goal titled "Enhancing Recreational Opportunities and Trails". This also ties in with the County's Trails Strategic Plan, which was developed to implement the County's Trails Master Plan identifying specific trail networks.

The TMC conducted public outreach for their recent Trails Sustainability Plan and incorporated feedback from over 500 community members. The consensus showed a need for increased connectivity and commuter trails, which the DVCT will provide. The completion of the DVCT was ranked as the number one most needed commuter/connector trail in the region.

The County received letters of support from the Sawpit Mercantile, the Town of Telluride, the Telluride Mountain Club, SMART, the San Miguel Bike Alliance, the Sheep Mountain Alliance, the Town of Sawpit and individual Sawpit residents.

If the County receives the GOCO Planning Grant and the DVCT project proves feasible, the County would then apply for a GOCO Connect Initiative Grant to acquire funds to proceed forward with actual trail construction.

Attached is the BOCC Resolution, which is required to accompany the County's GOCO Planning Grant application. GOCO will award the Planning Grants on September 27, 2019. Please let me know if you have any questions. Thanks.

Att.

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF SAN MIGUEL COUNTY, COLORADO, SUPPORTING THE GRANT
APPLICATION FOR A PLANNING GRANT FROM THE STATE BOARD
OF THE GREAT OUTDOORS COLORADO TRUST FUND FOR THE
PLANNING/DESIGN OF SAN MIGUEL COUNTY'S
DOWN VALLEY CONNECTOR TRAIL PROJECT**

Resolution #2019 - _____

WHEREAS, the San Miguel County Board of Commissioners supports the Great Outdoors Colorado grant application for the San Miguel County Down Valley Connector Trail Project. And, if the grant is awarded, the Commissioners of San Miguel County support the planning and feasibility study for this project.

WHEREAS, the San Miguel County Board of Commissioners has requested \$75,000 from Great Outdoors Colorado to plan/design the County's Down Valley Connector Trail Project.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF SAN MIGUEL COUNTY THAT:

Section 1: The Commissioners of San Miguel County strongly support the application and has appropriated matching funds for a grant with Great Outdoors Colorado.

Section 2: If the grant is awarded, the Commissioners of San Miguel County strongly support the planning and design of the project.

Section 3: The Commissioners of San Miguel County authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.

Section 4: If the grant is awarded, the Commissioners of San Miguel County hereby authorizes the Chair to sign the grant agreement with Great Outdoors Colorado.

Section 5: This resolution to be in full force and effect from and after its passage and approval

APPROVED AND DONE on July 17, 2019, by the Board of Commissioners of San Miguel County, Colorado.

**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 Warfield, Chief Deputy Clerk



AGENDA ITEM - 4.n.

TITLE:

Approval of Chair's signature on an IGA with Ouray County for Public Health Director Administrative Services.

Presented by:

Time needed:

PREPARED BY:

Amy Markwell, County Attorney

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

IGA with Ouray County

Exhibit A Compensation

Upload Date

7/12/2019

7/12/2019

**INTERGOVERNMENTAL AGREEMENT FOR
PUBLIC HEALTH DIRECTOR ADMINISTRATIVE SERVICES**

THIS AGREEMENT (IGA), is made and entered into this _____ day of July, 2019 by and between the Ouray County Board of County Commissioners, acting as the Ouray County Board of Public Health, (Ouray), and the San Miguel County Board of County Commissioners, acting as the San Miguel County Board of Public Health, (San Miguel).

WHEREAS, C.R.S. §29-1-203(1) authorizes separate governments, including counties, to contract with each other to provide any function or service authorized by law to each of the contracting units, including the sharing of costs;

WHEREAS, any intergovernmental agreement providing for the sharing of costs may be entered into for any period, notwithstanding any provision of law limiting the length of any financial contracts or obligations of governments pursuant to C.R.S. §29-1-203(1);

WHEREAS, Ouray and San Miguel are lawfully authorized to carry out the public health laws pursuant to C.R.S. §25-1-506(3);

WHEREAS, in order to provide for more efficient and cost effective delivery of public health to residents of Ouray and San Miguel the respective County Boards of Public Health have determined that a joint and cooperative effort to administer public health would be in the best interests of both parties; and

WHEREAS, this IGA is not intended to create a district public health agency as provided for in the C.R.S. §25-1-506(1) but rather the intent is to maintain the separate status of each County Public Health Agency and to share costs for the delivery of services as more particularly defined in this Agreement.

NOW THEREFORE IS IT HEREBY AGREED AS FOLLOWS:

1. Commencing on August 5, 2019, and continuing thereafter until terminated as provided herein, Ouray and San Miguel shall cooperate in the joint administration of public health as is specified herein. Each county's Public Health Agency shall remain separate and distinct as a county entity but shall allocate costs and services to the extent specified in this IGA.
2. Ouray and San Miguel shall separately appropriate the funds necessary to defray the total allocation of the costs of public health activities as described in C.R.S. §25-1-506. This appropriation shall include any costs incurred or to be paid under this IGA.
3. Each county shall maintain its own separate financial records, case files and other documents required to be maintained by the County Department of Public Health and such records shall be kept by the individual county office where the matter originated.

4. General assistance funds shall be administered by each county independent of this IGA and the individual County Department of Public Health shall retain full responsibility for maintaining general assistance funds, disbursement and records.
5. All refunds and incentive revenues shall be credited to the county of origin, to be applied to that particular county's expenditures.
6. Each county shall be responsible for maintaining liability insurance for liability arising from public health activities. The employees of Ouray shall be covered by that county's insurance and the employees of San Miguel shall be covered by that county's insurance. Should employees of either county department be authorized to perform services on behalf of the other county's department, the county on whose behalf such services are performed shall be responsible for maintaining appropriate liability and workers' compensation insurance coverages for the employee providing such services.
7. As defined in C.R.S. §25-1-514, the county attorney for the county or district attorney of the judicial district in which a cause of action arises shall bring civil or criminal action requested by a county public health director to abate a condition that exists in violation of, or to restrain or enjoin any action that is in violation of or for the enforcement of, the public health laws and the standards, orders and rules of the state board or county board of health. The expense of such representation shall be borne by the individual county for whom the services were rendered.
8. Services to be provided in accordance with this IGA shall include the following:
 - (a) Ouray shall employ a Public Health Director and Deputy Public Health Director to oversee and administer each county's Department of Public Health. The Director and Deputy Director will be a full time employees of Ouray, upon such terms and conditions as may be agreed to by the Director, Deputy Director and Ouray, provided however, the Director and the Deputy Director will devote approximately one-half (*i.e.* 10 working days per month) of all working time in each County's Department of Public Health.
 - (b) The parties agree that the annual rate paid to the Director and Deputy Director shall be as set forth in the schedule attached hereto and incorporated herein by this reference as Exhibit "A" for the 2019 calendar year. Ouray and San Miguel understand and agree that the salaries recognize the total cost of the employees' benefits to be paid by Ouray, pursuant to the Ouray County Personnel Manual. Ouray and San Miguel also recognize and agree that such amounts may be subject to annual increases to reflect the cost of living adjustments to employee salaries and other increases in employee benefits.

(c) San Miguel agrees that it shall transmit its payment to Ouray for the salaries of the Director and the Deputy Director and a ten (10) percent administration fee. The payments made by San Miguel to Ouray shall be determined based upon the quarterly rates as set forth in the attached Exhibit "A". The quarterly payments shall be made in January, April, July and September. The first quarter for 2019 will be billed in July and prorated to include funding for the Deputy Director for July, August and September and funding for the Director for August and September. The quarterly payment for San Miguel shall be in the amount of \$27,388.41, not to exceed \$109,553.66 annually.

(d) In addition, the Director and Deputy Director will request reimbursement for mileage, travel and training expenses separately to San Miguel and Ouray. Each county shall be separately responsible for budgeting and appropriating the funds required for its own portion of the Director's and Deputy Director's compensation and payment of other sums as provided for hereunder. No property or employment tenure rights in the Director or Deputy Director are created by this IGA.

(e) The Director may employ additional staff for the administration of specific programs between the counties, provided the need for the administration of specific programs and approval by the appropriate County Board of Public Health.

(f) At the discretion of the Director, staff from either County Department of Public Health may be utilized on a temporary basis, for such reasons as to fill in during absences, vacation or other times as may be necessary; no employees of either County Department shall be utilized by the other County Department of Public Health on a permanent basis without the approval of both Counties' Boards of Public Health.

(g) Utilizing existing staff and existing resources in a manner beneficial to and cost effective to both counties as and when deemed necessary by the Director and the respective County Board of Public Health.

9. This IGA shall remain in full force and effect until either county, acting through its Board of County Commissioners, seeks to terminate the Agreement. Termination shall be effective on the date specified in any termination notice, provided that a minimum of 120 days prior notice is given. In the event that either county has just cause for termination, termination is effective immediately upon notice being given to the other county. Any termination must be in writing and be signed by the Chair of the Board of County Commissioners of the county seeking to terminate the Agreement. It must be hand delivered or mailed to the Board of Commissioners of the other county.

11. No amendments to or modification of this Agreement shall be deemed to be effective unless reduced to writing and formally executed by the parties hereto.

BOARD OF COUNTY COMMISSIONERS
COUNTY OF SAN MIGUEL, COLORADO

By: _____
Kris Holstrom, Chair

ATTEST

Carmen Warfield
Chief Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
COUNTY OF OURAY, COLORADO

By: _____
John E. Peters, Chair

ATTEST

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

**Public Health Director
and
Deputy Public Health Director**

Exhibit "A"

2019

	Annual Compensation	FICA	Retirement	Insurance	Subtotal Annual	10% Admin. Overhead	Total Annual	Quarterly Obligation
San Miguel County								
Public Health Director	\$ 46,440.75	\$ 3,552.72	\$ 2,322.04	\$ 4,284.00	\$ 56,599.50	\$ 5,659.95	\$ 62,259.45	\$ 15,564.86
Deputy Public Health Director	\$ 34,363.73	\$ 2,628.82	\$ 1,718.19	\$ 4,284.00	\$ 42,994.74	\$ 4,299.47	\$ 47,294.21	\$ 11,823.55
Total Annual and Quarterly - S. M. County	\$ 80,804.47	\$ 6,181.54	\$ 4,040.22	\$ 8,568.00	\$ 99,594.24	\$ 9,959.42	\$ 109,553.66	\$ 27,388.41
Ouray County								
Public Health Director	\$ 46,440.75	\$ 3,552.72	\$ 2,322.04	\$ 4,284.00	\$ 56,599.50		\$ 56,599.50	\$ 14,149.87
Deputy Public Health Director	\$ 34,363.73	\$ 2,628.82	\$ 1,718.19	\$ 4,284.00	\$ 42,994.74		\$ 42,994.74	\$ 10,748.68
Total Annual and Quarterly - Ouray County	\$ 80,804.47	\$ 6,181.54	\$ 4,040.22	\$ 8,568.00	\$ 99,594.24	\$ -	\$ 99,594.24	\$ 24,898.56
Grand Totals	\$ 161,608.94	\$ 12,363.08	\$ 8,080.45	\$ 17,136.00	\$ 199,188.47	\$ 9,959.42	\$ 209,147.89	\$ 52,286.97



AGENDA ITEM - 4.o.

TITLE:

Acceptance of the San Miguel County Assessor's Office report for 2019 taxable assessed value of all property, and a list of all real and personal property protests, the status/outcome of each protest, a list of movable equipment apportionment's, and a list of owners who failed to return a Personal Property Declaration Schedule.

Presented by:

Time needed:

PREPARED BY:

Peggy Kanter

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

See attached documents.

FISCAL IMPACT:

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

ATTACHMENTS:

Description

Real and Personal Property 2019

Personal Property 2019

Upload Date

7/12/2019

7/12/2019

July 11, 2019

To: COUNTY BOARD OF EQUALIZATION

Fr: SAN MIGUEL COUNTY ASSESSOR

According to 39-8-105(1),(2) C.R.S., the assessor shall report the valuation for assessment of all taxable property in the county to the county board of equalization not later than July 15. A list shall be submitted of all real and personal property protest, the status/outcome of each protest. A list of all owners who failed to return a Personal Property Declaration Schedule.

Taxable assessed value for **Real & Personal Property in 2019**

PROPERTY TYPE	2018	2019	
Property Type	December-18	June-19	% Change
Vacant	\$170,632,140	\$168,067,650	-1.50%
Residential	\$479,140,200	\$535,022,490	11.66%
Commercial	\$116,389,520	\$143,032,640	22.89%
Industrial	\$3,187,730	\$2,969,500	-6.85%
Agricultural	\$8,746,570	\$8,555,410	-2.19%
Nat. Resources	\$1,992,450	\$2,003,720	0.57%
Oil and Gas	\$4,266,800	\$5,847,730	37.05%
State Assessed	\$20,094,900	\$20,582,100	2.42%
TOTAL:	\$804,450,310	\$886,081,240	10.15%

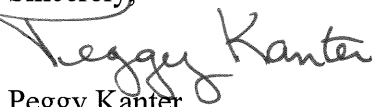
PRIOR TO COUNTY BOARD OF EQUALIZATION

\$865,499,140.00 County Assessed Value
\$ 20,582,100.00 State Assessed Value
\$886,081,240.00 2019 Preliminary Values

Total Protest: 503
Protest Adjusted: 206
Protest Denied: 297
Protest Withdrawn:

(List attached)

Sincerely,



Peggy Kanter
San Miguel County Assessor

Real Appeals - BOCC

Appeal #	Parcel #	Account #	Tax Year	Name	Status	Decision
9831	456528319002	R1030091102	2019	KAUNELIS KRISTINA RASA AND	Open	Deny
9827	452704400012	R2030023000	2019	HALE JERI HAYNES	Open	Deny
9825	477904109916	R1080088916	2019	HFT LLC	Open	Deny
9833	456533405010	R1080097655	2019	SMITH EDWARD EMORY AND	Open	Adjust
9822	479907400018	R3010029550	2019	DOVE CREEK LAND AND CANYON CO LLC	Open	Deny
9845	452113101009	R1040013964	2019	HOOPER ALLEN J AND DIANE V	Open	Deny
9818	456528219024	R1030091124	2019	CHAMBERS ADAM AND	Final	Deny
9839	477904406018	R1080020212	2019	WORK CHRIS AND	Final	Deny
9826	477903310308	R1080088308	2019	MARKS KENNETH AND ELENA AS JT	Final	Adjust
9843	452107200018	R1040000014	2019	BAEZ MANUEL AND REBECCA	Final	Deny
9835	456318100005	R1040093662	2019	CUSACK MICHAEL D AND CATHY D JT	Final	Adjust
9829	477901115002	R1010003759	2019	MARSHALL PETER	Final	Deny
9851	482508302092	R1040010410	2019	BURGER SCOTT P	Open	Deny
9853	477903306150	R1080060069	2019	SPRING LANE INVESTMENTS LLC	Final	Deny

Appeal #	Parcel #	Account #	Tax Year	Name	Status	Decision
9842	456520320144	R1030093144	2019	SCHENK MARKUS	Final	Deny
9834	452709100017	R2040110003	2019	THOMPSON ROBERT P REV TRUST	Final	Deny
9857	477910200017	R1080093942	2019	COONEY ROBERT AND COONEY MELISSA K AS JT	Open	Deny
9823	456533424009	R1080040013	2019	KNOWLES MERRIE G AND WILBUR R AS JT	Open	Adjust
9858	479718200003	R3010030097	2019	RM & ML LLC A CO LLC	Final	Deny
9858	479720100005	R3010030095	2019	RM & ML LLC A CO LLC	Final	Deny
9860	454525100016	R3010099026	2019	WEINGARDEN MARY ELLEN AND	Final	Deny
9836	456731305087	R1010010306	2019	RUSSELL JENNIFER AND WADMAN CLAY JT	Final	Adjust
9856	455912102024	R2050089240	2019	CRAIG GREGORY L	Final	Deny
9856	455912402025	R2050089241	2019	CRAIG GREGORY L	Final	Deny
9856	455912402026	R2050089242	2019	CRAIG GREGORY L	Final	Deny
9856	455912402027	R2050089243	2019	CRAIG GREGORY L	Final	Deny
9861	452130306080	R1040927200	2019	HOLSTROM JOHN K AND KRIS DILS JT	Open	Deny
9865	456102300001	R1040091160	2019	COWLEY JOHN A II AND MARK T JT	Open	Deny
9869	452113401010	R1040012866	2019	DAVIS BILL DAN	Open	Deny

Appeal #	Parcel #	Account #	Tax Year	Name	Status	Decision
9875	452335310006	R1040015750	2019	WEILAND DAVID P AND SHARON K AS TTEES OF	Open	Deny
9862	477904419414	R1080089407	2019	TIMM SHEILA M REV LIV TST UAD 6 8 11	Open	Deny
9887	456536316020	R1010096464	2019	ARNDT CHRISTOPHER F AND	Final	Deny
9880	456536304023	R1010091782	2019	MUIR FAMILY TELLURIDE PROPERTY LLC	Final	Deny
9837	456532415043	R1030092204	2019	RIGHETTI RYAN JARED AND	Final	Deny
9879	452103403010	R1040011750	2019	CARSON SCOTT RAMSEY AND	Final	Deny
9874	452726403019	R2040091498	2019	WARREN SCOTT S	Final	Adjust
9864	477901115005	R1010003320	2019	LUMI SOL LLC A CO LLC	Final	Deny
9866	456318203027	R1040010550	2019	CATSMAN WERNER R	Final	Deny
9863	430118400005	R1040013810	2019	LAKE ANDREW AND TIERNEY	Final	Deny
9888	477903101043	R1080000094	2019	BINGHAM STUART AN UND 50 PCT INT	Final	Deny
9876	456536422021	R1010030002	2019	GLOWORM PROPERTIES LLC A CO LLC	Final	Adjust
9882	456536312028	R1010002920	2019	260 NORTH DAVIS LLC	Final	Deny
9870	477904112432	R1080088432	2019	MILLS ALAN B AND	Final	Adjust
9873	456731305208	R1010100038	2019	GLEASON KELLI AND	Final	Adjust

Appeal #	Parcel #	Account #	Tax Year	Name	Status	Decision
9859	454525400015	R3010099025	2019	OMANA MICHAEL D AND	Open	Adjust
9893	454903200004	R2050027010	2019	STORY OREN D AND	Final	Adjust
9892	477901100018	R1010080026	2019	MUSSELMAN THOMAS A JR AS TRUSTEE OF	Final	Deny
9891	452334208006	R1040020010	2019	KIMMEL ANGELA	Final	Adjust
9895	477910200027	R1080093952	2019	DAHL ZIVA E REVOCABLE TRUST	Final	Deny
9904	456113202027	R1040096269	2019	WALDBAUM NAOMI ZIPPORAH UNDER N Z	Final	Deny
9903	477934100026	R1040000540	2019	MARY BEEL MINE LLC A CO LLC	Final	Deny
9894	452725404026	R2040097126	2019	LENOX WILLIAM CASEY JR AND	Final	Deny
9896	456318201057	R1040089262	2019	WILSON JILL K AND	Final	Adjust
9897	456536407015	R1010001645	2019	GOULANDRIS BASIL CONSTANTINE AND	Final	Adjust
9889	477903101028	R1080002303	2019	HEYNIGER SEAN GREEN AND	Final	Deny
9905	456534210006	R1030008014	2019	MAJOR PAUL C AND	Final	Adjust
9871	482505201022	R1040092710	2019	LOMBINO LIVING TRUST	Final	Deny
9901	452506201005	R2030090191	2019	CHAPMAN PETER S	Final	Deny
9900	456536406048	R1010003555	2019	EMCO PROPERTIES LLC A DE LLC	Final	Adjust

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9929	477904309006	R1030007195	2019	BETZ STEPHEN P AND JILL N AS COTREES	Final	Deny
9927	456520320147	R1030093147	2019	MCTIGUE JACOB D H AND	Final	Deny
9926	477903334337	R1080930377	2019	SCHILLER DEBBIE	Final	Deny
9917	477903318324	R1080089324	2019	MVTELLURIDE 100 LLC A DE LLC	Final	Adjust
9899	477901106004	R1010000753	2019	COE GAY L TTEE OF SAGGY AVE TRUST	Final	Deny
9918	456536328091	R1010003326	2019	SANTE PETER AND	Final	Adjust
9922	456533307002	R1080070011	2019	GLYNN KEVIN AND	Final	Deny
9955	456323201020	R1030030002	2019	DIPPEL RANCH LLC A TX LLC	Final	Deny
9951	477903115013	R1080120003	2019	END PATRICIA K AND	Final	Deny
9921	477935303002	R1050019150	2019	WHITAKER JOYCE ANN AND	Final	Adjust
9949	477905404003	R1040016075	2019	HICKEY EMILY KING AND	Final	Deny
9949	477905404002	R1040013117	2019	HICKEY EMILY KING AND	Final	Deny
9933	482517102061	R1040012960	2019	WHITACRE DONALD A CO TRUSTEE OF	Final	Adjust
9930	456534301007	R1080090401	2019	JKH COMMUNITY PROPERTY TRUST	Final	Adjust
9941	477901102006	R1010085014	2019	SKRAMSTAD TROND	Final	Deny

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9954	477904406032	R1080089220	2019	CCJC REALTY LLC A CO LLC	Final	Deny
9948	456536326103	R1010060064	2019	RISNER KIMBERLY A	Final	Adjust
9944	477908106038	R1040094041	2019	DEPPEN RYAN AND	Final	Deny
9940	477904307002	R1030007910	2019	RAMSAY GAVIN AND	Final	Deny
9946	456536319034	R1010017034	2019	TELLURIDE LOT 24R LLC A CO LLC	Final	Adjust
9935	452103101006	R1040016626	2019	LAURITA MICHAEL AND JEAN JT	Final	Deny
9938	477901102010	R1010099006	2019	SKRAMSTAD TROND AND	Final	Deny
9945	482515304047	R1040088065	2019	DICKE COLORADO PROPERTY TRUST	Final	Deny
9919	477901107004	R1010002762	2019	605 EAST COLUMBIA LLC A CO LLC	Final	Deny
9920	477929300003	R1040087036	2019	TAYLOR THE WILLIAM J 2007 REV TRT	Final	Deny
9956	477903310311	R1080088311	2019	NORTON MICHAELENE LUSK	Final	Deny
9960	477910100919	R1080093919	2019	OLK ROBERT J A, MARRIED	Final	Deny
9932	452334208003	R1040020007	2019	DOCKRAY DANIEL AND SARAH AS JT	Final	Deny
9923	456532400045	R1030020038	2019	MCCLOSKEY HERBERT J AND	Final	Adjust
10003	456534209019	R1010040036	2019	CANTOR SPELLMAN FAMILY PARTNERSHIP LLLP A FL LLLP	Final	Deny

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9947	456113101009	R1040094980	2019	TENENBAUM JESSICA AND	Final	Deny
9942	477904112422	R1080088422	2019	VEITIA DIEGO J FAMILY TRUST UTA 10 25 00	Final	Deny
10007	478303401004	R1040015705	2019	BEVAN DIANE ROSEMARY	Final	Deny
9961	456326100041	R1030092944	2019	PROVIDENT TRUST GROUP FBO	Final	Deny
9988	477904201006	R1030850504	2019	SANDERS BRUCE	Final	Adjust
9953	456536409011	R1010093414	2019	JORGENSEN FAMILY LTD PARTNERSHIP	Final	Deny
9991	477910200927	R1080094927	2019	BREHM EDWARD W III AND KRISTEN H	Final	Adjust
9958	456533404605	R1080091632	2019	SHIMKONIS MIKE AND JENNIFER	Final	Deny
10001	477904303011	R1030007082	2019	GOLDBERG JEFFREY M TRT PURSUANT TO	Final	Deny
9994	477910200342	R1080096342	2019	CMR TRUST	Final	Adjust
10005	478302301004	R1040087008	2019	GAMBLE PROPERTY TRUST	Final	Deny
10005	478302301003	R1040087009	2019	GAMBLE PROPERTY TRUST	Final	Deny
9821	477910100007	R1080093958	2019	MOUNTAINTOP SCENIC VIEW LLC A TX LLC	Final	
9993	456533402519	R1080087519	2019	GILBRIDE JOHN HENRY AND	Final	Deny
9995	456536317004	R1010017004	2019	WELLS PRESCILLA W REV TRUST DTD 6/16/2000	Final	Deny

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9996	477910200928	R1080093928	2019	PLUM SAMUEL A AND SP FAMILY	Final	Deny
9963	477903318326	R1080089326	2019	HURWITZ RICHARD M AND SARAH K TTEES	Final	Deny
10039	456534401056	R1080000117	2019	SAFDI ANNE S AS TRUSTEE OF	Final	Deny
10094	477903101025	R1080087190	2019	KLINTMALM FAM TST UTA DTD 1 27 03	Final	Deny
10035	477901100017	R1010080025	2019	EMMA O LLC A CO LLC	Final	Deny
10031	477903310315	R1080088315	2019	WILKINSON GRANDCHILDRENS TRUST DATED	Final	Deny
10110	456731305093	R1010010312	2019	DUNKAK KEVIN	Final	Adjust
10004	456533313030	R1080090130	2019	ZUG ELIZABETH K AND	Final	Deny
10008	456536409014	R1010017015	2019	235 N OAK LLC A CO LLC	Final	Deny
10099	477903306085	R1080088250	2019	DURRSCHMIDT DOROTHY AS TRUSTEE OF	Final	Deny
10070	477905401002	R1040016688	2019	DESTINATION PROPERTIES LLC AN AZ LLC	Final	Deny
10000	456532115025	R1030092186	2019	HOWE CHRISTOPHER	Final	Deny
9990	477910100013	R1080093964	2019	MOUNTAIN VILLAGE HOLDINGS LLC	Final	Deny
9987	452102303009	R1040010488	2019	HAMON PROPERTIES LTD	Final	Deny
10013	429521400009	R2030023695	2019	ROYER SARAH JANE FAM TST DTD 8 10 00 THE	Final	Adjust

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10126	477903310306	R1080088306	2019	HEIM MICHAEL F AND LISA M	Final	Deny
10080	429522100023	R2030023830	2019	LEPEL COINTET NOELLE	Final	Deny
10006	477901106105	R1010060092	2019	KUSUNO CHAD EITARO AND	Final	Deny
10002	456533327715	R1080091715	2019	MCKINLEY MARTIN JAMES AND	Final	Deny
10125	477905123723	R1080089723	2019	ELKSTONE 2 LLC A CO LLC	Final	Deny
10086	477903216004	R1080040049	2019	B GENTRY VENTURES LTD A TX LP	Final	Deny
10014	456533402513	R1080087513	2019	STINSON CHARLES RUSSELL REV TST	Final	Deny
10101	477901115014	R1010001975	2019	BLAIR MANAGEMENT HOLDINGS LLC A CO LLC	Final	Deny
9998	456520320150	R1030093150	2019	MONTGOMERY RUSSELL J AND KIM E	Final	Deny
10010	478312100003	R1040140001	2019	MOMAS ELK CREEK LLC AN IN LLC	Final	Adjust
10069	477904302024	R1030789405	2019	GOLDBERG MARK AND	Final	Deny
10128	452314401009	R1042789310	2019	GAETHE GLENN R	Final	Deny
10033	477904419405	R1080089405	2019	HALCYON MOUNTAIN LTD A CO LLC	Final	Adjust
10151	477901113019	R1010930501	2019	LEVEK AMY R	Final	Adjust
10196	456534301012	R1080091147	2019	BC HC PROPERTIES LLC	Final	Deny

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10197	456531400005	R1030090055	2019	ALEXANDER TRUST DATED JUNE 25 2014	Final	Adjust
10133	456532415056	R1030093216	2019	INTEMANN CONOR E AND	Final	Deny
10077	477909201030	R1030007140	2019	PIERCE TODD M	Final	Adjust
10089	456529220125	R1030093125	2019	MCINTOSH ROBERT A AND MARY J JT	Final	Deny
10076	453726300005	R3010029805	2019	WILDER FAMILY TRUST DTD 6/15/10	Final	Adjust
10235		R1040099020	2019	ALEXANDER RANCH LLLP A CO LLLP	Final	Adjust
10226	455726200020	R2040088120	2019	ROYER CABIN LLC A CO LLC	Final	Adjust
10216	477933300011	R1040010505	2019	GOLD LISA D	Final	Adjust
10123	456533404657	R1089600657	2019	139 AJ DRIVE LLC A CO LLC	Final	Adjust
10083	456536302077	R1010424107	2019	TELLPROP 17 LLC A CO LLC	Final	Adjust
10084	456536302076	R1010424106	2019	TELLPROP 16 LLC A CO LLC	Final	Deny
10145	477903101004	R1080000021	2019	CLOUD CAP LODGE LLC	Final	Deny
10230	456536319008	R1010070550	2019	456 BLUE SPRUCE LLC A CO LLC	Final	Deny
10121	456536315023	R1010002525	2019	SCHROEDL THOMAS E AND ELAINE B TC	Final	Deny
10217	430331400008	R1040097196	2019	DOUBLE E BAR LLC A CO LLC	Final	Deny

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10208	477901113014	R1010890501	2019	COLORADO I/J LLC A CO LLC	Final	Deny
10090	456533404609	R1080091636	2019	CERBERUS LAND COMPANY LLC A CO LLC	Final	Deny
10090	456533404610	R1080091644	2019	CERBERUS LAND COMPANY LLC A CO LLC	Final	Deny
10140	477901118002	R1010001090	2019	KATZ JEFFREY G TRUSTEE OF THE	Final	Deny
10198	456534302149	R1080097901	2019	ROSEN CASEY C	Final	Deny
10137	456536322002	R1010439905	2019	WILBERT WENDY O	Final	Adjust
10157	477908406002	R1040086002	2019	BARLOW EDWARD L	Final	Deny
10157	477908406004	R1040086004	2019	BARLOW EDWARD L	Final	Deny
10155	477901204022	R1010002805	2019	430 W PACIFIC LLC A CO LLC AS TO UND % A	Final	Deny
10164	455714400048	R2040093945	2019	ARTHUR WILLIAM AND JULIE LIVING TRUST	Final	Deny
10068	477901113006	R1010091890	2019	WALSH CATHERINE	Final	Deny
10160	477904211809	R1089100809	2019	REED DAVID ALLEN AND	Final	Deny
10203	477904407412	R1080890412	2019	BECKYS RANCH DEVELOPMENT LTD	Final	Deny
10202	456731305006	R1030050011	2019	MOONDANCE INVESTMENTS LTD	Final	Deny
10159	477910200923	R1080094923	2019	LOVE LAKE ADDITION LP A TX LP	Final	Deny

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9997	482515304036	R1040011610	2019	WILCOX ANTHONY J REVOCABLE TRUST	Final	Deny
9959	456533404606	R1080091633	2019	SHIMKONIS MICHAEL AND	Final	Deny
10193	482508302099	R1040010030	2019	BECKENDORF WILLIAM A TRUSTEE	Final	Deny
10108	477904202009	R1038505023	2019	RICCIARDELLI PETER A	Final	Deny
10009	478115201015	R1041395201	2019	SHAMBAUGH MARK P AS TRUSTEE OF	Final	Deny
10072	429524200072	R2030023595	2019	BRITT LORY LEE	Final	Deny
10130	456533403525	R1080087525	2019	BRECKENRIDGE INTERESTS LTD A TX LP	Final	Deny
10093	456534110027	R1030007857	2019	KANE FLORENCE 50 PERCENT INT AND	Final	Deny
10114	477904106005	R1080020203	2019	HVA LP A FL LP	Final	Deny
10205	456119407004	R2050092103	2019	FUCIGNA NICOLA AND	Final	Deny
10213	456531201002	R1030096404	2019	TELECAM PARTNERSHIP II LTD	Final	Deny
10213	456531201021	R1030099004	2019	TELECAM PARTNERSHIP II LTD	Final	Deny
10213	456531201022	R1030099005	2019	TELECAM PARTNERSHIP II LTD	Final	Deny
10091	456532416095	R1031195309	2019	SHOFF ROBERT ANDREW AND	Final	Deny
10195	452519102035	R2060098438	2019	MCKEEVER PATRICK J AND WENDY A JT	Final	Deny

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10199	477910200019	R1080093944	2019	134 HIGH COUNTRY LLC A CO LLC	Final	Deny
10156	477918107005	R1040089005	2019	ALA LLC A CO CORP	Final	Deny
10041	456113101037	R1040010387	2019	TWO ROSES RANCH LLC A CO LLC	Final	Deny
10152	452132110052	R1040040008	2019	BRADBURY ALAN	Final	Deny
10214	452103202001	R1041038705	2019	MILLER DAVID	Final	Adjust
10073	456528319004	R1030091104	2019	ROSS GERALD S AND CARRIE L JT	Final	Adjust
10222	456731305106	R1010085009	2019	LANGFORD LEONARD COURTNEY TTEE AND ANITA	Final	Adjust
10191	429535100059	R2030023870	2019	SNYDER PROPERTIES LLC A CO LLC	Final	Adjust
9999	477905402011	R1040011397	2019	SAUNDERS ERIC A AND	Final	Adjust
10067	477909126358	R1080092358	2019	MARITTIMI SOLE	Final	Deny
10082	456536302078	R1010424108	2019	TELLPROP 18 LLC A CO LLC	Final	Deny
10219	456536327005	R1010041909	2019	TDITD LLC A CO LLC	Final	Adjust
10232	477910100920	R1080093920	2019	MOORE JEFFREY L	Final	Deny
10165	456524420043	R1031720045	2019	DEEP CREEK #7 LLC A CO LLC	Final	Adjust
10142	429923200024	R1040098110	2019	MULLIGAN FAMILY TRUST	Final	Deny

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9992	456534209030	R1010040047	2019	KOHARI MOIZ AND	Final	Adjust
10201	456532400024	R1030096024	2019	HANNAHS THOMAS A AND HOLLIE H JT	Final	Adjust
10190	456534110020	R1030726701	2019	MUELLER MARY ELIZABETH	Final	Deny
10192	477904201010	R1030793508	2019	GALLI BRYAN C , TTEE & GALLI MELISSA M TTEE	Final	Adjust
10161	477903306070	R1080020241	2019	HANG GLIDER PARTNERS LP A TX LP	Final	Adjust
10143	456318203007	R1040015955	2019	NGNF LLC	Final	Adjust
9981	456534206007	R1030007209	2019	LONDON ALFRED L AND MARILYN C JT	Final	Adjust
10171	456534201007	R1030008640	2019	HAGAN MARY AND MIKE	Final	Adjust
10028	477903208016	R1080110816	2019	HIGHLAND MANAGEMENT GROUP LLC A CO LLC	Final	Deny
10148	477903208022	R1080110822	2019	ELKSTONE 306 LLC	Final	Deny
10032	477903208024	R1080110824	2019	STERLING CAPITAL LLC	Final	Deny
10046	477903208028	R1080110828	2019	STERLING CAPITAL LLC	Final	Deny
10223	477903432001	R1080030058	2019	SANDERS STEVEN B AND CARRIE AS JT	Final	Adjust
10064	456532203006	R1030007877	2019	SOUKUP JAMES RICHARD AND	Final	Adjust
9980	456532203005	R1030007134	2019	WELLS WILLIAM A	Final	Adjust

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9957	456532203007	R1030007890	2019	MILLER AMANDA	Final	Adjust
9964	477903106129	R1080090153	2019	TELLURIDE MOUNTAIN LIFESTYLE LLC A CO LLC	Final	Adjust
9840	477903106137	R1080090161	2019	SABNIK VENTURES LLC A CO LLC	Final	Adjust
9852	477903106203	R1080090251	2019	MV330 LLC A CO LLC	Final	Deny
10184	477903106244	R1080090296	2019	MADRIDE LLC A CO LLC	Final	Deny
10040	477903201066	R1080011109	2019	CHRISMAN STEPHEN E AND TRACI L	Final	Adjust
9939	477906201070	R1080011113	2019	HALLIDAY HOLDINGS LLC A CA LLC	Final	Adjust
10017	477903201071	R1080011114	2019	KELLY GREGORY H AND	Final	Adjust
9838	477903201520	R1080080012	2019	ROMEFELT MARK W AND	Final	Deny
10088	477903201058	R1080080074	2019	MOY OHANA 3 LLC A CO LLC	Final	Adjust
9950	477903104101	R1080090382	2019	TELLURIDE A LP AN ONTARIO LP	Final	Adjust
9884	477903104102	R1080090383	2019	CLARK COURCHEVAL B LLC A TX LLC	Final	Adjust
9886	477903104104	R1080090385	2019	COURCHEVAL D LLC A CO LLC	Final	Adjust
10234	477903104105	R1080090386	2019	FENN JOHN	Final	Adjust
9846	477903214020	R1080090373	2019	ALLEN THOMAS E AND	Final	Adjust

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10025	477903100004	R1080020076	2019	J G MELTON CONDO LP	Final	Adjust
10183	477903109099	R1080040053	2019	ROBERT DEAN AND	Final	Adjust
10183	477903109100	R1080040054	2019	ROBERT DEAN AND	Final	Adjust
10026	477903109076	R1080080006	2019	J G MELTON CONDO LP	Final	Adjust
9907	477903114052	R1080011105	2019	HOLY COW INVESTMENTS LLC A VA LLC	Final	Deny
10107	477903112007	R1080000008	2019	RICCIARDELLI PETER A	Final	Deny
10065	477903112024	R1080030036	2019	BROWN KEITH M	Final	Deny
9828	456534403452	R1080110452	2019	LRW 2013 LLC A CO LLC	Final	Deny
9911	456534403511	R1080110511	2019	ZIV DROR DANIEL	Final	Adjust
10127	456534403515	R1080110515	2019	BASHVITZ GAD	Final	Adjust
10186	456534403019	R1089200721	2019	BIG AIR LLC A TX LLC	Final	Adjust
9983	456534407010	R1080000076	2019	KENTUCKY TELLURIDE DEVELOPMT LTD	Final	Adjust
10079	456534407014	R1080000077	2019	S3K LLC A CO LLC	Final	Adjust
10177	477903101091	R1080097006	2019	RAUFF YVETTE AND	Final	Adjust
9924	477903101093	R1080097008	2019	SWANSON ROCKWELL WILLIAM AND SWANSON	Final	Adjust

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9868	477903101096	R1080097011	2019	GRANITA LODGES LLC A NE LLC	Final	Adjust
10237	456534403327	R1080110327	2019	ALLISON AMY	Final	Adjust
10162	477903201218	R1080091018	2019	VILA ANA SOUTO	Final	Adjust
10168	477903201220	R1080091020	2019	CROWDER J. CALVIN AND	Final	Adjust
10179	477903201209	R1080395009	2019	WILSON NANCY C REVOCABLE TRUST UAD 12/15/04	Final	Adjust
9912	477903201215	R1080395015	2019	TELLURIDE AT LAST LLC A CO LLC	Final	Adjust
9915	456533405007	R1080097652	2019	BOCK WALTER H AND BEVERLY A TTES OF	Final	Adjust
9913	456534406010	R1080095110	2019	BROWN LINDA L REVOCABLE TRUST	Final	Adjust
10103	477903115002	R1080097030	2019	AERC INVESTMENTS	Final	Deny
9984	456534333035	R1080010256	2019	LENNON WILLIAM H	Final	Deny
10231	456534333021	R1080099076	2019	CA 333 ADAMS RANCH LLC	Final	Deny
9881	456534402030	R1080093119	2019	ECKLEY DAVID W	Final	Deny
9824	477903203079	R1080000279	2019	KLEMPNER INVESTMENTS LLC A WY LLC	Final	Deny
10220	477903114003	R1080000362	2019	JOYFUL DOGS LLC A CO LLC	Final	Adjust
10061	456534301025	R1080000150	2019	MEEKS FAMILY LIMITED PARTNERSHIP	Final	Adjust

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10060	456534301026	R1080000151	2019	CORNERSTONE RETREAT PROPERTIES LLC	Final	Adjust
10058	456534301027	R1080010154	2019	LEISER THOMAS A AND PHYLLIS F JT	Final	Adjust
10096	477903204006	R1080010201	2019	CAVALLARO PAUL	Final	Adjust
10167	477903204008	R1080010203	2019	BATTON BRANDON	Final	Adjust
10141	477903101220	R1080050111	2019	JODLOWSKI ANNEMARIE	Final	Deny
9890	477904206745	R1080040063	2019	JAMES DANIEL W AND ELIZABETH R JT	Final	Adjust
9970	477904206747	R1080040065	2019	OUPADIA PAUL P AND	Final	Adjust
10221	477904206748	R1080040066	2019	HAIZLIP HENRY AND SARAH	Final	Adjust
10027	477903205004	R1080050081	2019	WAGNER STEPHEN M AND NANCY A AS JT	Final	Deny
10055	477903306166	R1080110676	2019	FORBES ROAD INC A CALIFORNIA CORP	Final	Deny
10104	477903306168	R1080110678	2019	CTCT MV LLC A TX LLC	Final	Adjust
10233	477903201201	R1080095158	2019	KINGSLEY INDUSTRIAL LLC A TX LLC	Final	Adjust
9916	456536315029	R1010087025	2019	MORRELL CALVIN AND	Final	Deny
10019	477901140024	R1010094028	2019	ZIVIAN MICHAEL T AND IRINA JT	Final	Deny
9973	477901140025	R1010094029	2019	KLIMEK ROBERT J EXEMPT SHARE B TST	Final	Deny

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9855	477901250003	R1010010140	2019	VAUGHN JACK C AND	Final	Deny
10144	477901208102	R1010060080	2019	BRENNER MARGARET TWOMEY AND	Final	Deny
9910	477901202028	R1010895904	2019	ANDERSON CHRIS AND	Final	Deny
9914	456536319017	R1010000687	2019	ANDERSON CHRIS	Final	Deny
9986	456534324022	R1010010316	2019	DELONG RAY AND DELONG MIA TRTEES OF	Final	Adjust
10011	456536318025	R1010002539	2019	MOMAS INVESTMENTS LLC AN IN LLC	Final	Adjust
10016	456536316040	R1010030030	2019	SHEILS A AND A LLC A GA LLC	Final	Deny
9844	456536316041	R1010030031	2019	ERRICO THEODORE A	Final	Adjust
10178	477901203026	R1010040053	2019	TELLURIDE BLUE DOOR LLC A CO LLC	Final	Adjust
9952	456536326117	R1010018001	2019	MAXON PATRICIA ANNE TRUST DTD 6/11/19	Final	Adjust
10018	456536326118	R1010018002	2019	GUSTAFSON JOHN	Final	Adjust
9867	456536326107	R1010060068	2019	HARRINGTON JOHN B	Final	Adjust
10057	456536326116	R1010060077	2019	DOMINGUEZ STEVEN RICHARD	Final	Adjust
10106	456536326062	R1010070048	2019	ALEXANDER ANDREA K	Final	Adjust
9985	456536326064	R1010070050	2019	POWDERHOUND PROPERTIES LLC A FL LLC	Final	Adjust

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10169	456536326308	R1010093208	2019	HANLEY ANN KIMBERLY	Final	Adjust
9848	456536326309	R1010093209	2019	ERRICO THEODORE A AS TRUSTEE OF THE	Final	Adjust
9936	456536326311	R1010093211	2019	WARD SCOTT R AND	Final	Adjust
9937	456536326312	R1010093212	2019	OWL ALWAYS LOVE YOU LLC	Final	Adjust
10238	456536326061	R1010070047	2019	BASLER DENNIS AND	Final	Adjust
10029	477901107031	R1010070026	2019	HAMMER CHARLES	Final	Deny
9883	456536318056	R1010090217	2019	KING WAYNE	Final	Deny
10095	477901207094	R1011100319	2019	DEEP CREEK #3 LLC A CO LLC	Final	Deny
10095	477901207113	R1011195417	2019	DEEP CREEK #3 LLC A CO LLC	Final	Deny
10172	477901207105	R1011195409	2019	HAGAN MARY AND	Final	Deny
10042	477901229019	R1010097020	2019	PFAFF RYAN	Final	Deny
10102	477901229032	R1010097033	2019	BLOEMSMA VAN NES LAUREN	Final	Deny
10054	477901123205	R1010098037	2019	TURBO TELLURIDE LLC A TX LLC	Final	Deny
9971	456536329021	R1010000799	2019	BYNUM ZACHARY DANIEL AND	Final	Adjust
9972	456536329023	R1010004572	2019	BYNUM C KELLY AND BARBARA K AS JT	Final	Adjust

Appeal #	Parcel #	Account #	Tax Year	Name	Status	Decision
9974	456536317026	R1010000241	2019	MILORD JEROME F AND	Final	Adjust
10056	477901207018	R1010086104	2019	SYVERSON MICHAEL	Final	Adjust
10185	477901207020	R1010086106	2019	SHINE BRENDAN F AND	Final	Adjust
10180	477901203019	R1010087986	2019	WRIGHT WALTER	Final	Adjust
10182	477901203020	R1010087987	2019	TELLURIDE BASE CAMP LLC A TX LLC	Final	Deny
9943	456536331002	R1010000638	2019	ELDER LLC A CO LLC	Final	Adjust
10236	456536331004	R1010000802	2019	BURN FAMILY LIVING TRUST DD 10/5/16	Final	Adjust
9885	456536331011	R1010002315	2019	FOX KURT MICHAEL	Final	Adjust
10124	456536331003	R1010002607	2019	CLENDENEN WILLIAM AND	Final	Adjust
9962	456536332019	R1010004130	2019	ALLEN KARI K TTE OF THE KARI K ALLEN TR DTD 3 8 2009 AMENDED	Final	Deny
10105	477901213010	R1010003487	2019	COBB RIVER CORP	Final	Adjust
10189	456536327095	R1010000680	2019	GASSMAN EDWARD C AND ANN L AND	Final	Deny
10187	456536327064	R1010001720	2019	NICKELL KEVIN G AND CATHERINE G AS JT	Final	Adjust
10170	456536327119	R1010098084	2019	HAGAN MARY O AND CARL M AS JT	Final	Adjust
9841	456536311089	R1010096035	2019	ROADHOUSE JANET G	Final	Adjust

Appeal #	Parcel #	Account #	Tax Year	Name	Status	Decision
9934	456536311023	R1018094120	2019	DAVIS MICHELLE Y	Final	Adjust
10154	456536311029	R1018094126	2019	VENNE NANCY	Final	Adjust
9982	477901212063	R1010094041	2019	SAILER JAY B	Final	Adjust
10132	477901212045	R1014399063	2019	RIGLER MARK L AND	Final	Adjust
9908	477901212048	R1014399066	2019	THICKER THAN WATER PRODUCTIONS LLC	Final	Adjust
9847	456536329017	R1010002818	2019	HOLSINGER KENT	Final	Adjust
10078	456536411022	R1010080011	2019	HEART OF TELLURIDE LLC A CO LLC	Final	Adjust
10078	456536411016	R1010087408	2019	HEART OF TELLURIDE LLC A CO LLC	Final	Adjust
10163	456536328006	R1010010006	2019	TERAN TIMOTHY E A	Final	Adjust
10149	456536328061	R1010030016	2019	RNE INVESTMENTS LLC A CO LLC	Final	Adjust
10122	477901136106	R1014901015	2019	FALL LINE CONDOS 2 LLC A CO LLC	Final	Adjust
10122	477901136049	R1014986002	2019	FALL LINE CONDOS LLC A CO LLC	Final	Adjust
10122	477901136058	R1014986011	2019	FALL LINE CONDOS 2 LLC A CO LLC	Final	Adjust
10122	477901136059	R1014986012	2019	FALL LINE CONDOS LLC A CO LLC	Final	Adjust
10122	477901136060	R1014986013	2019	FALL LINE CONDOS LLC A CO LLC	Final	Adjust

Appeal #	Parcel #	Account #	Tax Year	Name	Status	Decision
10122	477901136068	R1014986021	2019	FALL LINE CONDOS 2 LLC A CO LLC	Final	Adjust
10115	477901136048	R1014986001	2019	SCHUMACK HELEN M	Final	Adjust
9909	477901136077	R1014986030	2019	STINCHCOMB DAVID E AND ANN	Final	Adjust
9850	477901117015	R1010000730	2019	HALL CRAIG WILLIAM AND	Final	Adjust
9925	477901134019	R1010005042	2019	COMMUNITY HOLDINGS OF BOULDER INC	Final	Deny
10153	477901134021	R1010005044	2019	DURANGO INVESTMENTS LLC	Final	Deny
10048	477901134023	R1010005046	2019	DAVIS OSCAR L AND SUSAN AS JT	Final	Deny
10047	477901134024	R1010005047	2019	MALOY ARIC	Final	Deny
10053	477901134003	R1010005100	2019	HAYS KRISTIN AND RANDAL AS JT	Final	Deny
10087	477901134007	R1010005104	2019	TRAD MARY ELLEN AND TRAD JOSEPH JEROME AND	Final	Deny
10052	477901134008	R1010005105	2019	DECESSNA PAUL B	Final	Deny
10112	477901134009	R1010005106	2019	MOFFATT LORA A INDIVIDUALLY	Final	Deny
9849	477901134010	R1010005107	2019	CERCONE MARY ANN AND DAVID S AS JT	Final	Adjust
10051	477901134011	R1010005108	2019	EDWARDS SAMUEL ERIC AND	Final	Deny
10147	477901134012	R1010005109	2019	JOHNSTON AL AND JOYCE SCHOLARSHIP FUND	Final	Deny

Appeal #	Parcel #	Account #	Tax Year	Name	Status	Decision
10050	477901134013	R1010005110	2019	KRONEMEYER ELYN AND JEFF	Final	Deny
10049	477901134014	R1010005111	2019	KELLEY AMY T AND PETER P	Final	Deny
10109	477901114027	R1010092003	2019	THOMPSON TODD AND DIANE JT	Final	Adjust
10012	477901137028	R1010003776	2019	SHAMBAUGH MARK P TRUSTEE	Final	Adjust
9854	477901201038	R1010040030	2019	HIGH ALPINE LIVING LLC A CO LLC	Final	Adjust
10215	477901250035	R1010100076	2019	POPEK MICHAEL AND KAREN ALANA	Final	Adjust
10150	477901207097	R1011195401	2019	PIETERSE NICOLE Y AND	Final	Adjust
10135	477901207060	R1011195207	2019	ASPIRING PROPERTIES LLC	Final	Adjust
10135	477901207062	R1011195209	2019	ASPIRING PROPERTIES LLC	Final	Adjust
9832	456532119002	R1030095514	2019	BEDFORD JAMES M AND	Final	Adjust
10207	456536312014	R1010091205	2019	JOHNSON JAMES M REV TRUST	Final	Deny
10194	429519300018	R2030089105	2019	JOHNSON MATT	Final	Deny
10200	456536406022	R1010002664	2019	225 W GREGORY LLC A CO LLC	Final	Deny
10038	477918107011	R1040094075	2019	8121 PRESERVE LLC A DE LLC	Final	Adjust
10038	477918107012	R1040094076	2019	8121 PRESERVE LLC A DE LLC	Final	Adjust

Appeal #	Parcel #	Account #	Tax Year	Name	Status	Decision
10071	456536303021	R1010088645	2019	NELSON WILLIAM H AND CHERYL M	Final	Adjust
10081	456536302079	R1010424109	2019	TELLPROP 19 LLC A CO LLC	Final	Adjust
10239	477706105001	R1030050022	2019	BASLER DENNIS AND	Final	Deny
10030	456536302052	R1010040023	2019	425 W GALENA LLC A CO LLC	Final	Deny
10212	456531201027	R1030090005	2019	TELECAM PARTNERSHIP II LTD	Final	Deny
10212	456531201024	R1030099007	2019	TELECAM PARTNERSHIP II LTD	Final	Deny
10020	456535401002	R1010096407	2019	LOTJAY PARTNERS LLC A CO LLC	Final	Adjust
10129	478130400035	R1040094206	2019	NICHOLS WILLIAM R	Final	Deny
10224	456536422020	R1010020015	2019	HEIN THOMAS E JR	Final	Deny
10166	429520403091	R2030090004	2019	HAGAN MICHAEL AND	Final	Deny
9898	456534401091	R1080110661	2019	MV COLORADO DEVELOPMENT	Final	Adjust
10249	477903334337	R1080930377	2019	SCHILLER DEBBIE	Open	
10243	452111203013	R1040015480	2019	SPITFIRE REALTY LLC A TX LLC	Final	Adjust
10244	452120100073	R1040092861	2019	SPITFIRE REALTY LLC A TX LLC	Final	Deny
10245	452113302018	R1040012394	2019	SPITFIRE REALTY LLC A TX LLC	Final	Deny

Appeal #	Parcel #	Account #	Tax Year	Name	Status	Decision
10246	452111401001	R1040014142	2019	SPITFIRE REALTY LLC A TX LLC	Final	Deny
10131	456536313002	R1010090090	2019	EDWARDS ROSE G REV TST DTD 7 2 14 50% INT	Final	Deny
9872	478117200013	R1040091270	2019	SCHMID FAMILY RANCH LLC A CO LLC	Final	Adjust
9872	478109400006	R1040015260	2019	SCHMID FAMILY RANCH LLC A CO LLC	Final	Adjust
10247	456534404006	R1080094020	2019	PRESSLER LEE AND AMY AS JT	Final	Deny
10139	477904112456	R1080020101	2019	TELLURIDE LOT 175 LLC	Final	Adjust
10074	456731306017	R1010093007	2019	WINDHORSE PROPERTIES LLC A CO LLC	Final	Adjust
10074	456731306018	R1010093008	2019	WINDHORSE PROPERTIES LLC A CO LLC	Final	Adjust
10074	456731305048	R1010093014	2019	WINDHORSE PROPERTIES LLC A CO LLC	Final	Adjust
10074	477901104015	R1010093015	2019	WINDHORSE PROPERTIES LLC A CO LLC	Final	Adjust
10074	477901104017	R1010093016	2019	WINDHORSE PROPERTIES LLC A CO LLC	Final	Adjust
10074	456731305131	R1010093019	2019	WINDHORSE PROPERTIES LLC A CO LLC	Final	Adjust
10074	456731305132	R1010093020	2019	WINDHORSE PROPERTIES LLC A CO LLC	Final	Adjust
10074	456731306019	R1010093023	2019	TOWN OF TELLURIDE	Final	Adjust
10063	477901118011	R1010004435	2019	SUMMER OF 72 LLC	Final	Adjust

Appeal #	Parcel #	Account #	Tax Year	Name	Status	Decision
10063	477901118027	R1010964436	2019	SUMMER OF 72 LLC	Final	Adjust
10116	477903207012	R1080070042	2019	TELLURIDE MOUNTAIN VILLAGE	Final	Adjust
10116	477903107001	R1080090008	2019	TELLURIDE MOUNTAIN VILLAGE	Final	Adjust
10116	477903107040	R1080140001	2019	TELLURIDE MOUNTAIN VILLAGE	Final	Adjust
10092	477901119003	R1010002230	2019	KANE CORPORATION	Final	Deny
10062	456536411013	R1010087405	2019	DYNAMO PROPERTIES LLC	Final	Adjust
10062	456536411014	R1010087406	2019	DYNAMO PROPERTIES LLC	Final	Adjust
10173	477901207035	R1011195004	2019	HIGH COUNTRY PROPERTIES PARTNERS	Final	Adjust
10173	477901207042	R1011195011	2019	HIGH COUNTRY PROPERTIES PARTNERS	Final	Adjust
10173	477901207064	R1011195211	2019	HIGH COUNTRY PROPERTIES PARTNERS	Final	Adjust
10173	477901207068	R1011195216	2019	HIGH COUNTRY PROPERTIES PARTNERS	Final	Adjust
10173	477901207070	R1011195218	2019	HIGH COUNTRY PROPERTIES PARTNERS	Final	Adjust
10173	477901207072	R1011195220	2019	HIGH COUNTRY PROPERTIES PARTNERS	Final	Adjust
10173	477901207076	R1011195302	2019	HIGH COUNTRY PROPERTIES PARTNERS	Final	Adjust
10173	477901207077	R1011195303	2019	HIGH COUNTRY PROPERTIES PARTNERS	Final	Adjust

Appeal #	Parcel #	Account #	Tax Year	Name	Status	Decision
10173	477901207079	R1011195305	2019	HIGH COUNTRY PROPERTIES PARTNERS	Final	Adjust
10173	477901207080	R1011195306	2019	HIGH COUNTRY PROPERTIES PARTNERS	Final	Adjust
10173	477901207081	R1011195307	2019	HIGH COUNTRY PROPERTIES PARTNERS	Final	Adjust
10173	477901207083	R1011195309	2019	HIGH COUNTRY PROPERTIES PARTNERS	Final	Adjust
10173	477901207084	R1011195310	2019	HIGH COUNTRY PROPERTIES PARTNERS	Final	Adjust
10173	477901207085	R1011195311	2019	HIGH COUNTRY PROPERTIES PARTNERS	Final	Adjust
10173	477901207086	R1011195312	2019	HIGH COUNTRY PROPERTIES PARTNERS	Final	Adjust
10174	477901207121	R1010040008	2019	HIGH COUNTRY PROPERTIES PARTNERS	Final	Adjust
10174	477901207122	R1010040009	2019	HIGH COUNTRY PROPERTIES PARTNERS	Final	Adjust
10174	477901207063	R1011195210	2019	HIGH COUNTRY PROPERTIES PARTNERS	Final	Adjust
10174	477901207074	R1011195222	2019	HIGH COUNTRY PROPERTIES PARTNERS	Final	Adjust
10158	477901207033	R1011195002	2019	EB RIVER LLC A COLORADO LLC	Final	Adjust
10158	477901207034	R1011195003	2019	EB RIVER LLC A CO LLC	Final	Adjust
10158	477901207044	R1011195013	2019	EB RIVER LLC A COLORADO LLC	Final	Adjust
10158	477901207045	R1011195014	2019	EB RIVER LLC A COLORADO LLC	Final	Adjust

Appeal #	Parcel #	Account #	Tax Year	Name	Status	Decision
10158	477901207054	R1011195201	2019	EB RIVER LLC A COLORADO LLC	Final	Adjust
10158	477901207065	R1011195213	2019	EB RIVER LLC A COLORADO LLC	Final	Adjust
10158	477901207066	R1011195214	2019	EB RIVER LLC A COLORADO LLC	Final	Adjust
10098	477903107084	R1080095228	2019	CSO BLUE MESA PARTNERS A NY LP ET AL	Final	Adjust
10098	477903107078	R1080095230	2019	CSO BLUE MESA PARTNERS A NY LP	Final	Adjust
10098	477903107081	R1080095232	2019	CSO BLUE MESA PARTNERS A NY LP	Final	Adjust
10098	477903107083	R1080095233	2019	CSO BLUE MESA PARTNERS A NY LP	Final	Adjust
10097	477903107079	R1080095229	2019	CANSAN LLC A CO LLC	Final	Adjust
10097	477903107080	R1080095231	2019	CANSAN LLC A CO LLC	Final	Adjust
10097	477903107082	R1080095234	2019	CANSAN LLC A CO LLC	Final	Adjust
10097	477903107085	R1080095235	2019	CANSAN LLC A CO LLC	Final	Adjust
9979	477902202011	R1080016111	2019	COONSKIN RIDGE CABIN LOT LLC A MI LLC	Final	Adjust
9966	477901114031	R1010098005	2019	BARKER JENNIFER L	Final	Adjust
9906	477901151007	R1010087720	2019	STORMQUIST LLC A CO LCL	Final	Adjust
9969	477901123024	R1010002006	2019	CREEL TODD O	Final	Adjust

Appeal #	Parcel #	Account #	Tax Year	Name	Status	Decision
9968	477901106101	R1010060088	2019	DEPOT PROPERTIES LLC A CO LLC	Final	Adjust
9967	477901123022	R1010002004	2019	CREEL TODD O	Final	Adjust
10225	429527202015	R2019721235	2019	ROYER DAVID D AND PATTI JO	Final	Adjust
10258	477901113014	R1010890501	2019	COLORADO I/J LLC A CO LLC	Open	
10024	477901109009	R1010097054	2019	TELLURIDE PLAZA PARTNERS LP	Final	Deny
10023	477901109010	R1010097056	2019	TELLURIDE PLAZA PARTNERS LP	Final	Deny
10022	477901109007	R1010097053	2019	TELLURIDE PLAZA PARTNERS LP	Final	Deny
10021	477901109005	R1010097051	2019	TELLURIDE PLAZA PARTNERS LP	Final	Deny
10254	456536422020	R1010020015	2019	HEIN THOMAS E JR	Open	
10253	477903310306	R1080088306	2019	HEIM MICHAEL F AND LISA M	Open	
10250	482508302092	R1040010410	2019	BURGER SCOTT P	Open	
10248	456113202027	R1040096269	2019	WALDBAUM NAOMI ZIPPORAH UNDER N Z	Open	
9977	477901121100	R1010010200	2019	LANGLADE ONE LLC A CO LLC	Final	Adjust
9975	477901122010	R1010092367	2019	HORN HERITAGE LLC	Final	Adjust
9975	477901122011	R1010092368	2019	HORN HERITAGE LLC	Final	Adjust

Appeal #	Parcel #	Account #	Tax Year	Name	Status	Decision
9975	477901122024	R1010096368	2019	HORN HERITAGE LLC	Final	Adjust
9975	477901122025	R1010096369	2019	HORN HERITAGE LLC	Final	Adjust
10175	477901122018	R1010092375	2019	RICCIARDELLI PETER A	Final	Adjust
10176	477903106250	R1080090303	2019	PROUST PROPERTIES LLC A CO LLC	Final	Adjust
10176	477903106276	R1080090329	2019	PROUST PROPERTIES LLC A CO LLC	Final	Adjust
10045	477901121012	R1010004990	2019	BRIDAL VEIL INVESTMENTS LLC A TX LLC	Final	Adjust
10044	477901121011	R1010004980	2019	BRIDAL VEIL INVESTMENTS LLC A TX LLC	Final	Adjust
9878	477901203042	R1010090056	2019	COLUMBIA TELLURIDE LLC A CO LLC	Final	Adjust
9878	477901203043	R1010090057	2019	COLUMBIA TELLURIDE LLC A CO LLC	Final	Adjust
9878	477901203044	R1010090058	2019	COLUMBIA TELLURIDE LLC A CO LLC	Final	Adjust
9878	477901203045	R1010090059	2019	COLUMBIA TELLURIDE LLC A CO LLC	Final	Adjust
9878	477901203046	R1010090060	2019	COLUMBIA TELLURIDE LLC A CO LLC	Final	Adjust
9877	477901122008	R1010092365	2019	MOLEN HERITAGE LLC A CO LLC	Final	Adjust
9976	477901151002	R1010087715	2019	HORN ELKS LLC	Final	Deny
9830	477901123208	R1010099063	2019	OUT OF CONTROL LLC A CO LLC	Final	Adjust

Appeal #	Parcel #	Account #	Tax Year	Name	Status	Decision
10136	477901122041	R1010006041	2019	WINTERCROWN ASSOCIATES LP	Final	Adjust
10111	477901137017	R1010000801	2019	SAN JUAN AVENUE LLC	Final	Adjust
10111	477901137016	R1010000834	2019	SAN JUAN AVENUE LLC	Final	Adjust
10260	477901122042	R1010006042	2019	WINTERCROWN ASSOCIATES LP	Final	Adjust
10262	456531201023	R1030099006	2019	TELECAM PARTNERSHIP II LTD	Final	Adjust
10261	456531201028	R1030090006	2019	TELECAM PARTNERSHIP II LTD	Final	Deny
10059	456534301028	R1080010153	2019	VALTELLURIDE PARTNERS LLC A CO LLC	Final	Adjust
10211	456531201026	R1030099046	2019	JONES CHEROSKE LLC A CO LLC	Final	Adjust
10037	477903114002	R1080000361	2019	LEE SHORE TFP LLC A MI LLC	Final	Adjust
10036	477901250050	R1010100091	2019	ORLOFF DAVID A AND	Final	Adjust
9931	477903212002	R1080030047	2019	BLIEDEN J MARK AND SUSAN JT	Final	Deny
9928	456534403338	R1080110338	2019	NANNA LLC A CO LLC	Final	Adjust
10218	477903405003	R1080050024	2019	ELEVATION DEVELOPMENT LLC A CO LLC	Final	Deny
9978	477902202006	R1080001616	2019	COONSKIN RIDGE CABIN LOT LLC A MI LLC	Final	Adjust
9978	477902202026	R1080008014	2019	COONSKIN RIDGE CABIN LOT LLC A MI LLC	Final	Adjust

Appeal #	Parcel #	Account #	Tax Year	Name	Status	Decision
10034	456536422007	R1010002280	2019	ALTUPA LLC A CO LLC	Final	Deny
10100	456536301011	R1010094577	2019	GORDON WILLIAM W AND	Final	Deny
10085	477901112024	R1010020020	2019	HODES FAMILY TRUST UTA DATED 8 14 00	Final	Deny
10075	456536406047	R1010020019	2019	HICKCOX TRUST DTD MARCH 21 2016	Final	Deny
10146	477904407413	R1080890413	2019	MASTER OOGWAY LLC	Final	Adjust
10134	456531201017	R1030964425	2019	SUNSHINE STORAGE LLC A CO LLC	Final	Adjust
9965	456533423019	R1080030023	2019	THORPE RICHARD C AND	Final	Deny
10229	452111400017	R1040090730	2019	TRI BAR RANCH COMPANY A TX LP	Final	Deny
10204	477904302022	R1030007917	2019	SPRUCE GOOSE LLC	Final	Adjust
9989	456531201018	R1030963425	2019	PAULS FAMILY PROPERTIES LLC	Final	Adjust
10188	477902202016	R1080040044	2019	EENHOORN RIDGE LLC	Final	Adjust
10259	452128300113	R1040030010	2019	WOLF LAND COMPANY LP	Final	Adjust
10259	456129100100	R1040030011	2019	WOLF LAND COMPANY LP	Final	Adjust
10138	456536411009	R1011100306	2019	BELL BUILDING PARTNERS LLC A CO LLC	Final	Adjust
10273	456533313030	R1080090130	2019	ZUG ELIZABETH K AND	Open	

Appeal #	Parcel #	Account #	Tax Year	Name	Status	Decision
10274	429524200072	R2030023595	2019	BRITT LORY LEE	Open	
10275	477903203079	R1080000279	2019	KLEMPNER INVESTMENTS LLC A WY LLC	Open	
10278	477935303002	R1050019150	2019	WHITAKER JOYCE ANN AND	Open	
10279	456536317004	R1010017004	2019	WELLS PRESCILLA W REV TRUST DTD 6/16/2000	Open	
10280	477903306150	R1080060069	2019	SPRING LANE INVESTMENTS LLC	Open	
10281	479720100005	R3010030095	2019	RM & ML LLC A CO LLC	Open	
10282	479718200003	R3010030097	2019	RM & ML LLC A CO LLC	Open	
10285	478130400035	R1040094206	2019	NICHOLS WILLIAM R	Open	
10287	456536315029	R1010087025	2019	MORRELL CALVIN AND	Open	
Total Real Appeals:		503	Total Appeals Adjusted:		260	Total Appeals Denied: 240

July 11, 2019

To: COUNTY BOARD OF EQUALIZATION

FR: San MIGUEL COUNTY ASSESSOR

According to 39-8-105(1),(2) C.R.S., on or before each July 15, the assessor shall report the valuation for assessment of all taxable property in the county. The assessor shall submit a list of all persons who have appeared before him or her to present objections or protests and the action taken in each case. The assessor shall submit a list of all persons in the county who have failed to return any schedules and shall report the action taken in each case.

Taxable assessed value for Personal Property in 2019

Property Type	December 2018	June 2019	\$ Change	% Change
Residential	\$ 2,717,360	\$ 3,927,470	\$ 1,210,110	44.53%
Commercial	\$ 11,309,640	\$ 11,460,840	\$ 151,200	1.33%
Industrial	\$ 386,450	\$ 340,030	-\$ 46,420	-12.01%
Nat. Resources	\$ 91,430	\$ 90,490	-\$ 940	-1.03%
Oil and Gas	\$ 3,758,090	\$ 4,510,220	\$ 752,130	20.01%
TOTAL:	\$ 18,262,970	\$ 20,329,050	\$ 2,066,080	11.31%

Total Protests: 6

Protests Adjusted: 4

Protests Denied: 2

(List attached)

Total accounts where taxpayers failed to file a personal property declaration schedule: 311

(List attached)

Sincerely,



Peggy Kanter

San Miguel County Assessor

Personal Appeals - BOCC

Review #	Parcel #	Account #	Tax Year	Name	Status	Decision
10252		P2017073	2019	CIT BANK, N.A.		Adjust
10257		P2010033	2019	BRENNER MARGARET TWOMEY AND		Adjust
10263		P0280031	2019	MULLOY JAMES C AND JOANNE TTEES		Deny
10272		P0280245	2019	CANON FINANCIAL SERVICES INC		Adjust
10277		P2016010	2019	WILDCAT CANYON HOLDINGS LLC		Deny
10289		P2019021	2019	S3K LLC A CO LLC		Adjust
Total Personal Appeals:		6	Total Appeals Adjusted:		4	Total Appeals Denied: 2

Personal Property and Oil/Gas Late Declaration Penalty Report

Account #	Account Name / Owner Name	Penalty	Dec Return Date
2018120	LOT 27 HASTINGS MESA ESTATES / YIN JERRY CHI-PING AND	Yes	
P0004650	HOTEL NORWOOD FKA BACK NARROWS INN / NOLAN GERALD	Yes	
P0006500	ANGLER INN / WICK HOSPITALITY GROUP LLC	Yes	
P0019775	FORTENBERRY CONSTRUCTION / FORTENBERRY CONSTRUCTION	Yes	
P0020004	UNITS 101, 102, 103, 104, 105, 106, 107, 108, 202, / RIVER CLUB OWNERS ASSOCIATION	Yes	5/17/2019
P0020029	MONTANA PLACER / LIZARD LAND LLC A CO LLC	Yes	
P0020073	/ LODGE AT MOUNTAIN VILLAGE	Yes	
P0020087	LANDSCAPE ARCHITECTURE TOOLS / BRADLEY GROUP THE	Yes	
P0020097	UNIT 302 CENTRUM / MORTELL MICHAEL J AND MEGAN A	Yes	
P0020103	HOINS CONSTRUCTION / HOINS CONSTRUCTION	Yes	
P0020125	#7 LODGES ON SUNDANCE / DORNHORST KD AND TERESA AND	Yes	
P0020132	UNIT 108 BLDG 2 THE LODGE AT MOUNTAIN / NINETY FOUR EIGHTY LLC A CO LLC	Yes	
P0020182	DOWN TO EARTH APPAREL SHOP / DOWN TO EARTH	Yes	
P0020248	COMPUTERIZED EMBROIDERY MACHINE / HELLER FINANCIAL LEASING INC	Yes	
P0020460	HITCHIN POST THE / KHARON'S CROSSING LLC A CO LLC	Yes	
P0032425	UNIT 3 F LULU CITY / KOPROWSKI CHRISTOPHER AND	Yes	
P0034350	LODGING / MANITOU LODGE B AND B	Yes	
P0040600	BLISS / BLISS SALON AND DAY SPA	Yes	
P0041850	PLACERVALLEY BLDG AND MAINTENANCE / PLACERVALLEY BLDG AND MAINTENANCE	Yes	
P0054260	TELLURIDE VISITOR SERVICES / MARKETING TELLURIDE INC	Yes	
P0059150	NORWOOD INN (THE) / NORWOOD INN	Yes	
P0070300	MOUNTAIN VILLAGE OFFICE / TELLURIDE REAL ESTATE CORP	Yes	4/16/2019
P0070301	MAIN STREET OFFICE / TELLURIDE REAL ESTATE CORP	Yes	4/16/2019
P0071503	UNIT A 101 RIVERSIDE CONDO / TOJAMAR LTD A TX LP	Yes	
P0075155	UNIT 12 GHOST RIDER / 360 SOUTH PINE LLC A DE LLC	Yes	
P0075174	UNIT E THE SMUGGLER / HELLSTROM EMILY E AND ERIKA C	Yes	
P0076015	RESTAURANT FURNISHINGS AND / REGGIANNINI INC DBA	Yes	

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P0076104	SWIRE COCA COLA USA / SWIRE COCA COLA USA	Yes	6/3/2019
P0076108	SWIRE COCA COLA LEASED EQUIPMENT IN / SWIRE COCA COLA USA	Yes	6/3/2019
P0076200	SWIRE COCA COLA EQUIPMENT IN TAX AREA / SWIRE COCA COLA USA	Yes	6/3/2019
P0076201	SWIRE COCA COLA LEASED EQUIPMENT IN / SWIRE COCA COLA USA	Yes	6/3/2019
P0089114	FOLEY ASSOCIATES / FOLEY ASSOCIATES INC	Yes	
P0089118	UNIT D LE CHAMONIX / DEARMAN RICHARD MARK AND	Yes	
P0090057	ARCHITECTURAL OFFICE FURNISHINGS AND / BERCOVITZ DESIGN INC	Yes	
P0090240	UNIT R 17 THE BASE / PCL PROPERTIES LLC	Yes	
P0090362	UNIT C02 RIVERSIDE CONDO SHORT TERM / LILLARD BRIAN AND LINDA AS JT	Yes	
P0091140	SAMS SERVICE STATION / SAMS SERVICE	Yes	
P0091227	HI COUNTRY MOTORSPORTS INC / HI COUNTRY MOTORSPORTS INC	Yes	
P0092034	TELLURIDE PROPERTIES / TELLURIDE PROPERTIES	Yes	
P0092097	/ SPYDOR WOOD PRODUCTS INC	Yes	
P0093040	ALPINE BANK / ALPINE BANK	Yes	4/19/2019
P0093241	LOT 213 FILING 6 MOUNTAIN VILLAGE / RUCH EDWARD L	Yes	
P0095025	CONTROLLED HYDRONICS / CONTROLLED HYDRONICS	Yes	4/20/2019
P0095139	UNIT 22 BLUE MESA CONDOS / PEELER JUSTIN AND	Yes	
P0095231	TELLURIDE LAND WORKS AKA SHERRY / TELLURIDE LAND WORKS	Yes	5/6/2019
P0096001	LIFTSIDE VILLAS SHORT TERM RENTAL / KRAMEISEN STEVEN AND ELAINE AS JT	Yes	
P0096010	SHORT TERM RENTAL / ZINTAK BENJAMIN J III TTEE OF RESTMT OF	Yes	
P0096038	LANDSCAPES BY LANCE / LANDSCAPES BY LANCE	Yes	
P0096084	FRANZ KLAMMER LODGE OFFICE EQUIPMENT AND / CLUB TELLURIDE OWNERS ASSOCIATION	Yes	
P0096098	SAN JUAN SURVEYING / BIGHORN LAND SURVEYORS	Yes	
P0096181	LORIAN UNIT 8 / LORIAN 8 LLC A CO LLC	Yes	
P0096197	RESTAURANT FURNISHINGS AND / COSMOPOLITAN RESTAURANT	Yes	5/1/2019
P0096198	HOTEL FURNISHINGS DECORATIONS AND / COLUMBIA TELLURIDE LLC A CO LLC	Yes	
P0096225	UNIT K ORE STATION / TELLURIDE BASE CAMP LLC A TX LLC	Yes	
P0097088	RUSTICO RESTAURANT / RUSTICO RESTAURANT	Yes	
P0097109	SHORT TERM RENTAL / MORRIS WILLIAM S AND CHRISTINE AS JT	Yes	

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P0097121	#3 YANKEE BOY	/ ANDERSON CHRIS	Yes	
P0097250	TELLURIDE TIRE AND AUTO SERVICE	/ TELLURIDE TIRE AND AUTO SERVICE	Yes	
P0097253	LOT 400.25 LAWSON HILL STORAGE	/ TELECAM PARTNERSHIP II LTD	Yes	
P0098114		/ LROC PROPERTIES SOUTHWEST LP	Yes	
P0098115	LOT 218 MOUNTAIN VILLAGE BRIDGE	/ BUONANNO GARY AND SUSAN	Yes	4/19/2019
P0098127	GW CONCRETE	/ GW CONCRETE	Yes	
P0098155	UNIT 6P LULU CITY	/ DALMER DEREK AND	Yes	
P0098250	SAN MIGUEL VALLEY CORP EQUIP AT SAN	/ SAN MIGUEL VALLEY CORPORATION A	Yes	4/24/2019
P0098251	SAWPIT MERCANTILE	/ SAWPIT MERCANTILE	Yes	
P0099016	BREW PUB AND GRILLE	/ SMUGGLER'S &	Yes	
P0099017	LA PIAZZA	/ LA PIAZZA	Yes	
P0099029	UNIT B PACIFICA HOUSE	/ LANGMADE PATRICIA LOUISE MORTENSEN	Yes	
P0099058	CONSTRUCTION EQUIPMENT	/ LUDWIG AND SONS LLC	Yes	
P0099094	STUDIO FRANK	/ STUDIO FRANK	Yes	
P0099117	RESTAURANT AND BAR FURNISHINGS AND	/ LET IT RIDE INC	Yes	4/23/2019
P02006653	AUTO AND TRUCK SALES BROKERING	/ FOREIGN CARS LLC	Yes	
P0201019	PIZZA RESTAURANT EQUIPMENT AND	/ MAGGIE'S PIZZA	Yes	
P0201040	UNIT A3 GOLD DUST CROSSING	/ CHAMBERS SCOTT C	Yes	
P0201060	UNIT 522B PACIFIC STREET TOWNHOMES	/ BEAUDRY CHAD A NOT INDIV BUT AS TTEE OF	Yes	
P0201072	RESTAURANT FURNISHINGS AND	/ CORNERHOUSE GRILLE INC	Yes	
P0270010	SKI FITTING SCIENCE LLC	/ WAGNER CUSTOM	Yes	
P0270019	SHORT TERM RENTAL CONDO UNIT 4G	/ TELLURIDE LLC A MI LLC	Yes	
P0270047	SHORT TERM RENTAL BEAR CREEK LODGE 401	/ TELLURIDE BEAR, LLC	Yes	
P0270048	SHORT TERM RENTAL BEAR CREEK LODGE 402	/ TELLURIDE BEAR, LLC	Yes	
P0270052	SHORT TERM RENTAL BEAR CREEK LODGE 405	/ MFT PARTNERSHIP LP, A TX LP	Yes	
P0270159	SHORT TERM RENTAL GRANITA CONDOS UNIT	/ 560 MOUNTAIN VILLAGE LLC A CO LLC	Yes	
P0270191	RESTAURANT	/ FLORADORA SALOON	Yes	
P0280029	SHORT TERM RENTAL GRANITA CONDOS	/ PARKER JAMES HOOD AND PILSON LEE ANNE	Yes	
P0280031	SHORT TERM RENTAL HOME	/ MULLOY JAMES C AND JOANNE TTEES	Yes	

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P0280045	SHORT TERM RENTAL / PAINE CHRISTOPHER WARD PAINE SEPARATE	Yes	
P0280046	SHORT TERM RENTAL / ROSADO JOSE AND	Yes	
P0280054	SHORT TERM RENTAL / YONNA INVESTMENTS INC A TX CORP	Yes	
P0280059	SHORT TERM RENTAL / MESSENGER PAUL AND KELLY AS JT	Yes	
P0280097	SHORT TERM RENTAL / HARTMANN HILL HOMES LLC A CO LLC	Yes	5/1/2019
P0280100	SHORT TERM RENTAL / HECHTMAN MARK FAMILY TRUST DTD	Yes	4/25/2019
P0280105	SHORT TERM RENTAL / TAYLOR SHAWN A	Yes	
P0280205	SHORT TERM RENTAL / HOFFMAN GEORGE	Yes	
P0280208	SHORT TERM RENTAL / MCINTOSH ALAN AND	Yes	
P0280215	SHORT TERM RENTAL / GREWAL HOMES LLC	Yes	
P0280221	SHORT TERM RENTAL / SIKORA JEFF	Yes	
P0280224	SIAM / HEMANN PROPERTIES LLC	Yes	
P0290001	SHORT TERM RENTAL / TDSR LLC	Yes	
P0290006	SHORT TERM RENTAL / K B FITZGERALD LLC A A404 CO LLC	Yes	
P0290040	RENTAL HOME / SIERRA PRESERVATION CASTLEWOOD PARTNERS LLC	Yes	5/14/2019
P0290046	SHORT TERM RENTAL / LIEBLER JAMES RANDOLPH SR	Yes	
P0290053	B402 SEE FOREVER VLG / POWNALL GRAY DICKON AT THE PEAKS AND LISA	Yes	
P0290054	SHORT TERM RENTAL / TDITD LLC A CO LLC	Yes	
P0290068	SHORT TERM RENTAL / SNOWDRIFT LANE LLC A HOME CO LLC	Yes	
P0290077	SHORT TERM RENTAL / MINERS UNION NO 6 LLC	Yes	
P0290083	SHORT TERM RENTAL / ADLER JOHN K AND EVEN HEATHER M AS JT	Yes	
P0290091	SHORT TERM RENTAL / MEEKS FAMILY LIMITED RETREAT AT MOUNTAIN PARTNERSHIP	Yes	
P2002069	HARDWOOD FLOORING / FLOORED INC	Yes	
P2002098	GENERAL CONTRACTOR / RAY MESSIER CONSTRUCTION	Yes	
P2002110	STONE QUARY / TELLURIDE STONE COMPANY	Yes	
P2002136	JANITORIAL SERVICE / AJAX JANITORIAL	Yes	
P2002234	SNOWMOBILE TOURS / TELLURIDE OUTFITTERS	Yes	
P2002261	RENTAL HOME / GOLDEN THOUGHTS LLC A CO LLC	Yes	
P2002262	LANDSCAPING / SAN JUAN LANDSCAPES	Yes	5/6/2019

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P2002290	DBA TELLURIDE OUTSIDE AND	/ TELLURIDE FLY FISHING CO INC	Yes	4/30/2019
P2002309	SHORT TERM RENTALS	/ WOODRUFF DINA	Yes	4/30/2019
P2002438	UNIT 110 SEE FOREVER VILLAGE CONDO	/ LONDON NON EXT MARITAL TRT UTD 4 26	Yes	
P2003016	UNIT 6N LULU CITY	/ PEABODY JAMES R	Yes	
P2003096	FITNESS	/ PEAK FITNESS	Yes	
P2004030	RENTAL HOME	/ HVA LP A FL LP	Yes	
P2004116	SKIN AND NAIL SALON	/ STUDIO G DBA	Yes	5/1/2019
P2004133	UNIT 1 FAGO TOWERS	/ EAT 0733 LLC A CO LLC	Yes	
P2004168	558 W PACIFIC AVE RENTAL	/ MOUNTAIN VENTURE LLC A CO LLC	Yes	
P2004238	THE PLAZA UNIT 301	/ COGHLAN MICHAEL T	Yes	
P2006103	CINDY BREAD, 168 SOCIETY DRIVE	/ CINDY BREAD	Yes	
P2006229	SHORT TERM RENTAL THE PLAZA 302	/ GANG DAVID A AND DITTMAR	Yes	
P2006410	BROWN DOG PIZZA	/ BROWN DOG PIZZA	Yes	
P2006757		/ TELLURIDE ECO CLEANERS	Yes	
P2006800	SHORT TERM RENTAL 214 E GALENA	/ HIGH MEADOWS TELLURIDE LLC	Yes	
P20070098	SINGLE FAMILY VINGAN HOME	/ VINGAN ROY AND MONICA	Yes	
P2010005	SHORT TERM RENTAL	/ FARACA PAUL A JR AND TINA V AS JT	Yes	
P2010033	SHORT TERM RENTAL	/ BRENNER MARGARET TWOMEY AND	Yes	
P2010036	SHORT TERM RENTAL	/ 94PMV LLC A CO LLC	Yes	
P2010040	A PRIVATE GYM	/ 8750 ALT A PRIVATE GYM	Yes	4/18/2019
P2010041	THREE RESTAURANTS LOCATED IN THE HOTEL	/ TELLURIDE RESORT PARTNERS LLC A DE LLC	Yes	
P2010072	POOL AREA PART OF THE HOTEL MADELINE	/ TELLURIDE RESORT PARTNERS LLC A DE LLC	Yes	
P2010073	SPA PART OF THE HOTEL MADELINE	/ TELLURIDE RESORT PARTNERS LLC A DE LLC	Yes	
P2010086	FOOD AND BEV TELLURIDE LOST CREEK	/ TELLURIDE LOST CREEK LLC	Yes	
P2010088	SHORT TERM RENTAL B301	/ OLSON JOHN D	Yes	
P2010091	SHORT TERM RENTAL A207	/ SNELL ROBERT A AND	Yes	
P2010095	SHORT TERM RENTAL A203	/ DAVIS BRIAN D AND DIVA STARK DAVIS AS JT	Yes	
P2010102	TELLURIDE COFFEE ROASTERS	/ TELLURIDE COFFEE ROASTERS	Yes	
P2011003	SHORT TERM RENTAL HOME	/ 408 W PACIFIC UNIT A TELLURIDE CO LLC	Yes	5/2/2019

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P2011005	SHORT TERM RENTAL HOME / 408 W PACIFIC UNIT B TELLURIDE CO LLC	Yes	5/2/2019
P2011006	SHORT TERM RENTAL HOME / MR. CASCADES LLC	Yes	
P2011010	SHORT TERM RENTAL HOME / FENN JOHN	Yes	
P2011016	SHORT TERM RENTAL / LEBLANC PHILLIP	Yes	
P2011017	SHORT TERM RENTAL / HARRIS RICHARD	Yes	
P2011022	SHORT TERM RENTAL / LUMIERE 703 LLC A CO LLC	Yes	
P2011027	FINBRO CONSTRUCTION / FINBRO CONSTRUCTION	Yes	
P2011030	/ LATITUDE 38 VACATION RENTALS	Yes	
P2011038	SHORT TERM RENTAL / CASTELLINA A LLC A CO LLC	Yes	
P2011048	SHORT TERM RENTAL / SEG INTERESTS LLC A TX LLC	Yes	
P2011060	SHORT TERM RENTAL RIVERCROWN / 320 S PINE NO1 LLC	Yes	
P2011080	SHORT TERM RENTAL UNIT 1 ELKSTONE / BARTH DAVID W	Yes	
P2011090	SHORT TERM RENTAL / KINLANI INVESTMENTS LLC AN AZ LLC	Yes	
P2011093	SHORT TERM RENTAL HOME VICTORIA DRIVE / SURFSIDE FOUR LLC A FL LLC	Yes	
P2012010	SHORT TERM RENTAL / STORHAUG CAITLIN AND HEBRON JULIAN	Yes	
P2012023	/ THERE...	Yes	
P2012024	SHORT TERM RENTAL HOME / BOX CANYON 416 LLC A CO LLC	Yes	
P2012026	OBSERVATORY / OBSERVATORY AT ALTA LAKES	Yes	
P2012030	SHORT TERM RENTAL / 236 PANDORA LLC A CO LLC	Yes	
P2012035	SHORT TERM RENTAL / PINE MEADOWS 136 LLC A CO LLC	Yes	
P2012044	SHORT TERM RENTAL / PELLAS THERESA C AND F ALFREDO JT	Yes	
P2013011	/ FUEL TELLURIDE	Yes	
P2013024	SHORT TERM RENTAL SKI RANCHES / SKWELLS QUAKEY LLC	Yes	5/6/2019
P2013027	SHORT TERM RENTAL / FLAT CIRCLE PROPERTIES LLC A TX	Yes	
P2013028	SHORT TERM RENTAL / KAPSNER HOPE L TRUST	Yes	
P2013030	SHORT TERM RENTAL / RIVERHOUSE B 352 LLC A CO LLC	Yes	
P2013031	SHORT TERM RENTAL / TELLURIUM WEST 201 LLC A DE LLC	Yes	
P2013033	SHORT TERM RENTAL / PEACOCK JONATHAN M AND	Yes	
P2013043	/ WHITIS BLUEBERRY HILL LLC A TX LLC	Yes	

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P2013045	/ CUSICK TOM P AND SILVIA M JT	Yes	
P2014008	SHORT TERM RENTAL / MOY OHANA 3 LLC A CO LLC	Yes	
P2014019	SHORT TERM RENTAL / FERNWOOD 1 LLC A CO LLC	Yes	
P2014021	/ HILLENMEYER TELLURIDE	Yes	
P2014022	/ CHRISMAN STEPHEN E AND TRACI L	Yes	4/29/2019
P2014028	STARBUCKS / TELLURIDE RESORT PARTNERS LLC A DE LLC	Yes	
P2014036	/ THE LAUNDROMAT	Yes	
P2015001	/ PESCADO RESTAURANT	Yes	
P2015002	/ ESPERANZA RESTAURANT	Yes	
P2015006	STEAMIES BURGER BAR / STEAMIES BURGER BAR	Yes	
P2015007	/ SUBLIME TELLURIDE	Yes	5/14/2019
P2015012	TELLURIDE DISTILLING / TELLURIDE DISTILLING COMPANY COMPANY	Yes	
P2015013	/ HUB TELLURIDE	Yes	
P2015015	/ TELLURIDE SLEIGHS AND WAGONS	Yes	
P2015015	SLEIGH RIDES AND / TELLURIDE SLEIGHS DINNER AND WAGONS	Yes	
P2015016	/ HIGH PIE PIZZERIA AND TAP ROOM	Yes	
P2016002	/ NORDSTROM EXEMPT Q-TIP TRUST	Yes	
P2016009	/ PROUST PROPERTIES LLC	Yes	
P2016010	/ WILDCAT CANYON HOLDINGS LLC	Yes	
P2016013	/ NISKY MIKE AND LISA AS JT	Yes	
P2016019	/ CHAIKA TELLURIDE A CO LLC	Yes	
P2016020	/ TELLURIDE MOUNTAIN HOLDINGS	Yes	
P2016022	/ TELLURIDE GYMNASTICS AND	Yes	
P2016033	/ 106 PALMYRA LLC	Yes	
P2016036	/ ZGALJIC DAVOR	Yes	
P2016052	/ FREEMAN JAMES	Yes	4/22/2019
P2016054	SHORT TERM RENTAL / HODGES JANNAH REVOCABLE TRT	Yes	
P2016055	/ LEE DUNCAN W AND ANNE H JT	Yes	
P2016057	/ WEST BRET	Yes	

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P2016060	/WESTERN TAMPA LLC	Yes	5/20/2019
P2016064	/HOOK ON A WALL	Yes	
P2016080	/PEAKS UNIT 303 136 COUNTRY CLUB DR	Yes	
P2017001	/BOX CANYON BICYCLES	Yes	
P2018001	UNIT 3 THE LODGES ON SUNDANCE	/HOWARD DONALD AND PATRICIA REV LIV TST	Yes
P2018004	RC 303 TMV RESORT CONDO	/ROCKIN C MOUNTAIN PROPERTIES LLC A CO	Yes
P2018006	UNIT R-201 THE BALLARD CONDOS	/COAZY LLC AN AZ LLC	Yes
P2018025	UNIT 2R WILLOWS AT TELLURIDE CONDO	/JUE TINGATE TRUST	Yes
P2018026	LOT 82R1 UNIT B202 SEE FOREVER VILLAGE AT	/GIBSON JEFFREY	Yes
P2018047	RC 705 TMV RESORT CONDOS	/RHINO HOLDINGS (USA) LLC A DE LLC	Yes
P2018049	LOT 3 BACKMAN VILLAGE	/POTTER JAMES WAYNE AND	Yes
P2018050	RC 431 431L TMV RESORT CONDOS	/AGVA HOLDINGS LLC A CO LLC	Yes
P2018052	MARIJUANA GROW	/MOONRISE ENTERPRISE LLC A CO	Yes
P2018053	A TR O FLAND IN THE N2NE4 SEC 29 T45 R13	/ELEVATED CBD PHARM LLC	Yes
P2018056	LOT 36 FILING 3 TELLURIDE SKI	/STANTON FAMILY TRUST DTD AUGUST 30	Yes
P2018058	UNIT 18 BUILDING 8 THE LODGES ON SUNDANCE	/GARFEIN EVAN AND	Yes
P2018073	RC 202 TELLURIDE MOUNTAIN VILLAGE	/TO-HELL-WE-RIDE- PARTNERS LLC A FL LLC	Yes 4/24/2019
P2018078	LOT 310 TELLURIDE MOUNTAIN VILLAGE	/TELLURIDE HAPPY HOUR LLC	Yes 6/3/2019
P2018082	UNIT B303 CASSIDY RIDGE CONDOS	/KINZLER TELLURIDE LLC AN IA LLC	Yes
P2018084	LOT 636A TELLURIDE MOUNTAIN VILLAGE	/YATES PETER JONATHAN AND	Yes
P2018085	LOT 2 AND S 5 FT OF LOT 4 BLK 25 TELLURIDE	/NO QUARTER TRUST	Yes
P2018087	UNIT PH6 THE DIAMONDTOOTH BLDG A	/KD SKI, LLC	Yes
P2018088	UNIT 6 DOUBLE CABINS TOWNHOMES	/TAU CETI CAPITAL LTD A CO LLC	Yes
P2018109	THE LIBERTY	/DOWN FIR ENTERPRISES LLC DBA	Yes
P2018111	SIDE BY SIDE PET	/SIDE BY SIDE PET	Yes
P2018122	LUMIERE HOTEL AND LODGING	/LUMIERE TELLURIDE	Yes
P2018126	UNIT 326 TELLURIDE LODGE	/OPIE DOPIE LLC	Yes
P2018127		/3 OLD BREWERY LANE LLC	Yes
P2018130		/ROCKING R ELK AND CATTLE LLC	Yes

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P2019005	SHORT TERM RENTAL / EL FLASKO LLC A CO LLC	Yes	
P2019006	SHORT TERM RENTAL A204 / ELIASSON SUNNY RIDGE A204 LLC A FL	Yes	
P2019009	SHORT TERM RENTAL - UNIT S1-A ELEMENT 52 / JOHNSON JOHN O'NEIL AND	Yes	
P2019010	SHORT TERM RENTAL - LOT 600 BR4 TRAILS / EAT-1802 LLC A CO LLC	Yes	
P2019011	SHORT TERM RENTAL - RC 502R TMV RESORT / MADELINE 1502 LLC A CO LLC	Yes	
P2019012	SHORT TERM RENTAL - LOT 404-R TELLURIDE / J. W. RANLAN LLC	Yes	
P2019015	SHORT TERM RENTAL - LOT 22R BLK 5 WEST / CLAPP JASON AND	Yes	
P2019017	SHORT TERM RENTAL / ACTOUT LLC A TX LLC	Yes	
P2019018	SHORT TERM RENTAL / HUSAN LLC A CO LLC	Yes	
P2019020	SHORT TERM RENTAL / 514 E. COLUMBIA LLC A PA LLC	Yes	
P2019025	SHORT TERM RENTAL / CAPTAIN JACK HOLDINGS LLC A CO LLC	Yes	5/3/2019
P2019030	SHORT TERM RENTAL / THIRIET ALRIK AND	Yes	
P2019031	UNIT 15 ELKSTONE / KRONFOL RANA AND	Yes	
P2019032	SHORT TERM RENTAL / J W RANLAN LLC A DE LLC	Yes	
P2019034	SHORT TERM RENTAL / PEAKS 432 LLC A CO LLC	Yes	
P2019036	SHORT TERM RENTAL PARKSIDE 301 / FORSTER ROBERT FRANK III	Yes	
P2019037	SHORT TERM RENTAL 330 W PACIFIC UNIT B / GILBERT KURT B AND	Yes	
P2019040	SHORT TERM RENTAL / KERRIGAN KIRSTEN JUNKINS AS TRUSTEE	Yes	
P2019043	WOOD EAR WHISKEY LOUNGE & NOODLE BAR / WOOD EAR LLC	Yes	
P2019044	SHORT TERM RENTAL PACIFIC PLACE CONDOS / LELE ABHIJEET	Yes	
P2019048	SHORT TERM RENTAL / 134 HIGH COUNTRY LLC A CO LLC	Yes	
P2019050	SHORT TERM RENTAL BEAR CREEK LODGE 213 / SANCHEZ CARLOS E AND	Yes	
P2019052	SHORT TERM RENTAL / COPPOLA JOHN C AND	Yes	
P2019053	SHORT TERM RENTAL LULU CITY 6L / HAUS HOME LLC A CO LLC	Yes	
P2019054	SHORT TERM RENTAL / FORTNER FAMILY TRUST DTD 12/9/09	Yes	
P2019057	SHORT TERM RENTAL PARK HOUSE / ENJU LLC A NEVADA LLC	Yes	
P2019059	SHORT TERM RENTAL / STRONG RIVER LLC A NEVADA LIM LIAB CO	Yes	
P2019060	SHORT TERM RENTAL PROSPECT HOUSE / COVINGTON ELIZABETH M AND	Yes	
P2019062	SHORT TERM RENTAL RIVERCROWN 4 / EJ3 III LLC	Yes	

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P2019064	SHORT TERM RENTAL GALENA CHALET / HOFFMAN SUSANNA M TRUSTEE ET AL	Yes	5/13/2019
P2019065	SHORT TERM RENTAL / MAYBACK WILLIAM B AND	Yes	
P2019066	SHORT TERM RENTAL MOUNTAIN LODGE 321 / EQUITY TRUST COMPANY CUSTODIAN	Yes	
P2019067	SHORT TERM RENTAL LOG HUT LUXURY / SUNSHINEMESA LLC	Yes	
P2019068	SHORT TERM RENTAL SEE FOREVER VILLAGE / LEE ZACHARY D AND	Yes	
P2019070	SHORT TERM RENTAL WESTERMERE 411 / TELLURIDE ADVENTURE PROPERTIES LLC A CO	Yes	
P2019071	SHORT TERM RENTAL SEE FOREVER VILLAGE / NELSON WILLIAM LEE AND	Yes	
P2019073	SHORT TERM RENTAL NORTH STAR B UNIT 22 / RODRIGUEZ GARY T AND	Yes	
P2019076	SHORT TERM RENTAL LULU CITY 5G / PARKER BRANDON K AND	Yes	
P2019077	SHORT TERM RENTAL LODGE AT MOUNTAIN / PEAR TREE COLORADO LLC A TX LLC	Yes	
P2019079	TRANSFORMATION THERAPEUTICS PLLC / TRANSFORMATION THERAPEUTICS LLC A	Yes	
P2019080	SHORT TERM RENTAL / DUNN CRAIG E AND	Yes	
P2019083	SHORT TERM RENTAL UNIT 4 BELVEDERE PARK / ALCANTARA PAULA ABDO AND	Yes	
P2019084	SHORT TERM RENTAL / JMP SKIHAUS LLC A CO LLC	Yes	
P2019085	SHORT TERM RENTAL / ARTHUR TIM AND	Yes	
P2019088	/ FREDLAKE LAUREL H REVOCABLE TRUST OF	Yes	
P2019089	SHORT TERM RENTAL MINERS UNION UNIT 11 / HUSSAIN SHAZIA M	Yes	
P2019090	SHORT TERM RENTAL / AMEND JOHN W	Yes	
P2019091	SHORT TERM RENTAL UNIT 12 VILLAS AT / SAMPCO LLC A LA LLC	Yes	
P2019096	SHORT TERM RENTAL UNIT 101 BLDG 100 / WURZELBACHER ALAN	Yes	
P2019099	SHORT TERM RENTAL UNIT 321 BLDG 4 THE / CONCRETE CASSANO LLC A LA LLC	Yes	
P2019102	SHORT TERM RENTAL THE PALMYRA UNIT 3D / TELLURIDE LLC A MI LLC	Yes	
P2019103	SHORT TERM RENTAL UNIT C IRONWOOD AT / FINGER FAMILY IRONWOOD	Yes	
P2019105	SHORT TERM RENTAL OWL MEADOWS UNIT 11 / WARD SCOTT R AND	Yes	
P2019112	SHORT TERM RENTAL GRAYSILL UNIT F2 BLDG / ALLEN KARI K TTE OF THE KARI K ALLEN TR	Yes	
P2019115	SHORT TERM RENTAL / TELLURIDE HOLDINGS LLC A CO LLC	Yes	
P2019116	SHORT TERM RENTAL UNIT 17 ASPEN RIDGE II / RATTERREE ALAN AND	Yes	
P2019117	SHORT TERM RENTAL / LEVERETT LAWRENCE AND	Yes	
P2019118	SHORT TERM RENTAL / RALEY ZACHARY AS TO EIGHT NINTHS INT	Yes	

Account #	Account Name / Owner Name		Penalty	Dec Return Date
P2019119	SHORT TERM RENTAL	/WILLBERG HANS HEINRICH	Yes	
P2019120	SHORT TERM RENTAL	/LEXINGTON TRUST	Yes	
P2019122	SHORT TERM RENTAL	/FIRST ASCENT LLC A TX LLC	Yes	
P2019123	SHAKE N DOG GRUB SHACK	/SHAKE N DOG GRUB SHACK	Yes	
P2019128	WOLF PIG BAR	/WOLF PIG LLC	Yes	
P2019129	TELLURIDE WRANGLERS	/GAITS OF GRACE DBA	Yes	
P2019130	MOUNTAIN ADVENTURE EQUIPMENT	/MOUNTAIN ADVENTURE EQUIPMENT	Yes	4/16/2019
P2019131	SAN MIGUEL WELLNESS CENTER LLC	/JOANNA LYONS DBA	Yes	
P2019132	TELLURIDE WINDOW COVERINGS	/TELLURIDE WINDOW COVERINGS	Yes	
P2019133	PET TELLURIDE	/TELLURIDE PET CO LLC DBA	Yes	
P2019136	THE SHOP	/CASSINI ENTERPRISES LLC DBA	Yes	
P2019137	VIVID VACATION RENTALS	/VIVID VACATION RENTALS	Yes	
P2019138	NATIONAL THE	/NATIONAL THE	Yes	
P2019140	DROP BOARDSHOP THE	/DROP BOARDSHOP THE	Yes	
P2019142	SAN JUAN SOUND & VISION	/SAN JUAN SOUND & VISION INC	Yes	
P2019143	PEDAL DEN	/PEDAL DEN LLC	Yes	
P2019145	MAN CAVE OF TELLURIDE	/MAN CAVE OF TELLURIDE LLP	Yes	
P2019147	NORWOOD SMALL ENGINE	/NORWOOD SMALL ENGINE	Yes	
P2019151	SHORT TERM RENTAL	/TOBIN KATHERINE O INDIVIDUALLY	Yes	
P2019152	SOCIETY TELLURIDE	/SOCIETY TELLURIDE	Yes	
P2900116	SHORT TERM RENTAL	/KASPRZYK DANIEL	Yes	
P2900154	THE HOTEL MADELINE HOTEL PERSONAL	/TELLURIDE RESORT PARTNERS LLC A DE LLC	Yes	
P2900179	SHORT TERM RENTAL	/LEVY NIKI REVOCABLE TRUST	Yes	



AGENDA ITEM - 5.a.

TITLE:

9:35 a.m. Consideration of the appointment of Jonathan Greenspan to an open junior alternate seat with the San Miguel County Planning Commission. /MOTION

Presented by:

Time needed: 5 mins

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

This seat is vacant. This seat was advertised and the county received one application since May, 2019.

FISCAL IMPACT:

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

ATTACHMENTS:

Description

Application form

Upload Date

7/11/2019



Carmen Warfield <carmenw@sanmiguelcountyco.gov>

Fwd: Online Form Submittal: County Boards and Commissions Request for Appointment

1 message

SMC BOCC <bocc@sanmiguelcountyco.gov>

Thu, May 30, 2019 at 9:27 AM

To: Carmen Warfield <carmenw@sanmiguelcountyco.gov>

Per the legal ad I just sent to the Planet we can place consideration of an appointment to the Junior Alternate seat with the San Miguel County Planning Commission on the June 19th agenda. This application from Jonathan Greenspan should be considered.

----- Forwarded message -----

From: <noreply@civicplus.com>

Date: Fri, May 17, 2019 at 4:15 PM

Subject: Online Form Submittal: County Boards and Commissions Request for Appointment

To: <bocc@sanmiguelcountyco.gov>

County Boards and Commissions Request for Appointment

Step 1

San Miguel County Boards & Commissions Request for Appointment

Name of Board or Commission: Planning Commission

Reappointment? No

(Section Break)

First Name Jonathan

Last Name Greenspan

Email Jg@sunrisetelluride.com

Address1 2 Spring Creek Dr

Address2 Field not completed.

City Telluride

State CO

Zip 81435-9451

Step 2

San Miguel County Boards & Commissions Request for Appointment

Professional Background/Personal Interests I have been a resident of San Miguel County for almost 30 years. I have been an elected official for 14 years which includes Mtn Village Town council (4 of which i was mayor pro

tem), for 6 years as a director of Mtn Village Metro district, and a Tmvoa official as well (2 of which as president). Other groups that im involved in is being a volunteer fire person for the TVFD, on the Green Team of MT Village , the ecology commission, and a founding member of W.E.C.A.N. (waste energy citizen action network). Also i have been a board and collaboration member with SBEADMR which was a regional forest service planning team and several other FS related thinking groups and policy development . Other involvement is region trials planning , recycling, ethnic integration, and other environmental organizations. This is just a sampling of my involvement of passions and participation. I also have had businesses in the area that were successful and have had land in the county. I do believe that the entire county is equal in all ways and need to be treated that way. All areas of the county both private and government , need to be treated fairly and with respect in all considerations. I know what it takes to participate and volunteer and the time commitment it takes. I always like to be involved to help people be successful on what they are trying to do. This is why i would like to apply for the jr planning commission seat. Plz consider my application and i'm look forward to working with the county and its citizens.

Reasons for interest in
serving on this board

I still have a desire to help and participate in the community. San Miguel is a wonderful place and is special to many people. I would like to see people successful in what ever they are trying to accomplish and help guide them in the right direction if possible . San Miguel is starting to grow and there are many challenges before us and I believe i can help . l'ts important to keep a certain standard here while accepting changes to technology, usage and culture in our home. Thx very much for the consideration Thx from Jonathan Greenspan

Email not displaying correctly? View it in your browser.

--
Forwarded by Carmen Warfield
San Miguel County Commissioners Office
333 W. Colorado Ave., 3rd Floor
Mailing Address: PO Box 1170
Telluride, CO. 81435
970-728-3844

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@sanmiguelcountyco.gov

P.O. Box 1170 – Telluride 81435

Deadline: June 12th 2019



AGENDA ITEM - 5.b.

TITLE:

9:40 a.m. Update on the State of the San Miguel Watershed.

Presented by: Chris Hazen and Elizabeth Stuffings

Time needed: 20 mins

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

Elizabeth Stuffings

12:31 PM (41)

to me

Hi Carmen,

I'd like to request a slot on July 17th for 15 minutes. Chris Hazen will be the presenter and update the BOCC on the State of the San Miguel Watershed Report.

Thank you,
Elizabeth

FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department
YYYY-###			Board of County Commr
Description:			

ATTACHMENTS:

Description
SMWC update

Upload D:
7/11/2019

STATE OF THE SAN MIGUEL WATERSHED REPORT - 2019 UPDATE

Purpose and Need

- Comprehensive review of watershed conditions published every five years
- Focus on trends as identified in the 2014 Report
- Highlights opportunities for collaborative projects; pinpoint areas of emerging concern
- Public education is the primary target outcome from the project

2019 Update

- Project Team: SMWC (Elizabeth Stuffings) and Chris Hazen/Adrian Bergere,
- Partners: State and federal land management agencies; counties and municipalities; local nonprofits
- 2019 Theme: climate change impacts and building relationships among water users - following the dramatic swing in weather patterns between 2017-2019, we will integrate changing climates to most of the sections of the report
- Balancing quality science and readability is the goal of the project
- Story Map format - report will no longer be printed, but will be an on-line presentation that is graphically rich, and allows for future updates more readily

Public and Community Involvement

Summer 2019 outreach to County residents

- Informational booths - Farmer's Markets in East and West Ends of watershed
- Stakeholder meetings
- Field opportunities

Work with town staff and local commissions to include information identified as most relevant to the local community interests throughout the County

Timeline and Project Details

- Draft presentation - Fall 2019
- Published December 2019
- Community events to introduce the report to the public
- Rolling updates



AGENDA ITEM - 6.a.

TITLE:

10:00 a.m. Public Hearing: TSG Ski and Golf LLC: Plat/PUD Amendment Q Lots, Sunshine Valley. - TO BE CONTINUED TO July 31, 2019.

Presented by: Kaye Simonson, Planning Director

Time needed: 5 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 memo attached.

FISCAL IMPACT:

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

ATTACHMENTS:

Description
Memo

Upload Date
7/9/2019

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 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.



AGENDA ITEM - 6.b.

TITLE:

Update on the Genessee Properties' Master Plan Amendment for Society Turn.

Presented by: Kaye Simonson, Planning Director

Time needed: 25 mins

PREPARED BY:

Kaye Simonson, Planning Director

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

Informational, no action needed.

FISCAL IMPACT:

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

ATTACHMENTS:

Description

Backup

Upload Date

7/9/2019

**RESOLUTION OF THE COUNTY PLANNING COMMISSION,
SAN MIGUEL COUNTY, COLORADO,
APPROVING AN AMENDMENT TO THE TELLURIDE REGIONAL AREA MASTER
PLAN SECTION OF THE SAN MIGUEL COUNTY COMPREHENSIVE
DEVELOPMENT PLAN, SECTION III, FUTURE LAND USE ELEMENT,
REGARDING LAND USES ON THE SOCIETY TURN PARCEL**

Resolution 2019-001

WHEREAS, Tom Kennedy, Attorney, on behalf of Genesee Properties, Inc. (Applicant), owner of an approximately 20-acre parcel in the Planned Unit Development Reserve (PUDR) Zone District, located at the southwest corner of Society Turn at State Highway 145 (Society Turn Parcel) and more particularly described as shown on Exhibit A, Legal Description, submitted an application on February 15, 2019 seeking an amendment to the Telluride Regional Area Master Plan (TRAMP) section of the San Miguel County Comprehensive Plan, requesting changes to the recommended land uses for the Society Turn Parcel; and

WHEREAS, pursuant to Colorado Revised Statutes (C.R.S.) § 30-28-106(1), it is the duty of a county planning commission to make and adopt a master plan for the physical development of the unincorporated territory of the county; and

WHEREAS, the current Future Land Use Designation for the majority of the subject property is Open Space/Rec/Parks, with the river area designated as Wetlands/Rivers/Open Space, and the area around the wastewater treatment plant is designated Utility/Light Industrial; and

WHEREAS, the Applicant proposes to commence a land use review process with San Miguel County providing for the development of the Society Turn Parcel as a mixed use development project, inclusive of various public and free-market uses and activities, and requests an amendment to the Future Land Use Plan to allow Public Facilities/Uses; Medical; Housing; Commercial; and Hospitality uses; and

WHEREAS, the Master Plan amendment application was referred to the County Attorney; County Road and Bridge Department; County Sheriff; County Open Space and Recreation; Town of Telluride; Town of Mountain Village; Lawson Hill Property Owners Company; Telluride Fire Protection District; San Miguel Regional Housing Authority; San Miguel Power Association; Black Hills Energy; Telluride Medical Center; Last Dollar PUD HOA; San Miguel Authority Regional Transportation; the Nature Conservancy; and the Colorado Department of Transportation for review and comment; and

WHEREAS, the County Planning Department also sent e-mail notice as a courtesy to property owners who are not referral agents but are located within five hundred (500) feet of the site, advising them of the County Planning Commission (Planning Commission) public hearing to be held on March 13, 2019; and

WHEREAS, as required by C.R.S. § 30-28-106(1), a Notice of Public Hearing was published in the Telluride Daily Planet and in the Norwood Post on Wednesday, February 27, 2019; and

WHEREAS, the Planning Commission considered this application, along with relevant evidence and testimony, at a public hearing in Telluride on Wednesday, March 13, 2019; and

WHEREAS, the Planning Commission continued the public hearing to May 8, 2019 with direction to:

1. Obtain review comments from the referral agencies;
2. Obtain specific information regarding the housing mitigation proposed in relation to each development element proposed;
3. Obtain responses to the specific questions asked by CPC members;
4. Obtain information regarding the affordable housing proposed related to the hospital; and

WHEREAS, the application was again distributed to all referral agencies and property owners listed above, plus to Colorado Parks and Wildlife; and

WHEREAS, the Applicant submitted a revised draft amendment with supporting information for the Planning Commission's consideration; and

WHEREAS, as required by C.R.S. § 30-28-106(1), a Notice of Public Hearing was published in the Telluride Daily Planet and in the Norwood Post on Wednesday, April 24, 2019; and

WHEREAS, the Planning Commission conducted a site visit and considered this application, along with relevant evidence and testimony, at a public hearing in Telluride on Wednesday, May 8, 2019.

NOW, THEREFORE, BE IT RESOLVED that the County Planning Commission of San Miguel County, Colorado, approves the Amendment to the Telluride Regional Area Master Plan section of the San Miguel County Comprehensive Development Plan, Section III, Future Land Use Element, regarding land uses on the Society Turn Parcel, based on the finding that it meets LUC Section 3-5, Section 4-701 F, the Goals and Objectives of the Telluride Regional Area Master Plan, and C.R.S. Section 30-28-106 et seq. as follows:

TELLURIDE REGIONAL AREA MASTER PLAN SECTION III FUTURE LAND USE ELEMENT

N. Society Turn Parcel.

The Society Turn parcel, which consists of approximately 20 acres, situated south and west of the Society Turn Roundabout, south of State Highway 145, north of the Telluride Regional Sewage Treatment Facility and adjacent to Remine Creek to the west is currently recommended

for development as open space, recreational and park usage. The Society Turn parcel is currently zoned PUDR.

The Planning Commission recommends that the development of the suitable portions of the Society Turn parcel be developed with a balanced mix of land uses that are compatible with the Telluride Region. Uses and activities should complement those occurring in the Town of Telluride, Town of Mountain Village, and Lawson Hill, enhancing the overall mix of uses serving local residents and visitors alike. This section of the Telluride Regional Area Master Plan is intended to be used in determining the future land uses that may be proposed on the site; all other Goals and Objectives of the Telluride Regional Area Master Plan will also apply. The Planning Commission recommendations as to the most desirable land uses for the Society Turn parcel include the following:

Public Facilities/Uses

- Expansion of the Regional Sewage Treatment Facility
- Governmental/Municipal Facilities
- Transit
- Park/Open Space
- Hiker/Biker Trails
- Visitor Center
- Day Care
- Community Meeting Space

Medical

- Regional Medical Center
- Uses related to the Regional Medical Center, including, but not limited to, pharmacy, optician, dental, physical therapy, and mental health/counseling, etc., which related uses may be included in the medical center facility or elsewhere on the Society Turn parcel
- Helipad
- Medical Offices
- Extended Care and Rehabilitation Care Facilities

Housing

- Employee Housing. In addition to required employee housing mitigation resulting from free market development, the property owner is encouraged to look for opportunities to provide additional employee housing, which could be accommodated by height, mass/scale and other dimensional waivers by the County through the PUD process. Any additional housing could be considered to be further public benefits for the project.

Commercial

- Retail

- Eating/Drinking
- Office
- Flex Space

The retail and eating/drinking commercial uses should primarily cater to residents living or working on the Society Turn parcel site and in Lawson Hill and nearby subdivisions as well as visitors stopping on the property on their way into Telluride and Mountain Village. Commercial uses should be similar in size to other uses in Lawson Hill and the Town of Telluride. Individual commercial uses generally should not exceed approximately 8,000 square feet in area.

Flex Space

The use of “Flex Space” is intended to create an opportunity to allow spaces in the project of varying sizes, configurations and orientations that can be configured in ways that serve different uses and activities compatible with the project and property. The types of uses that could occur in Flex Space are fairly broad, with a mix of uses that could be similar in scale and operation to those occurring in the Society Turn Business Center. It is important that the nature and extent of the Flex Space is complementary in nature to the overall development. Uses could include food/beverage processing (such as a brewery, distillery, coffee roaster, bakery, caterer, etc.); local services (such as laundry, dry cleaning, etc.); arts and crafts (art studios, media, maker spaces for jewelry/clothing, furniture, crafts, etc.); construction trades (such as carpenters, plumbers, welders, etc.) as well as compatible accessory/ancillary retail uses. Flex Space could include uses and activities typically associated with light industrial uses, provided those uses and activities would be contained within the building and not require exterior storage yards and similar supporting areas outside of the building. Care should be given to avoid uses that could be expected to generate exceptionally high levels of noise, odor or light where impacts cannot be suitably mitigated. The overall size and configuration of the individual uses devoted to Flex Space could vary depending on the particular nature of the use, such as a facility for a brewery, which could be greater than 8,000 s.f. and would be determined on a case-by case basis.

Hospitality uses are less desirable at this site. The Planning Commission recommends careful consideration of Hospitality uses within the context of other Master Plan Goals. Attention should particularly be given to whether there is a community need for lodging outside of the towns, growth effects on the region, preservation of community, and transportation impacts.

Hospitality

- Hotel/Motel Lodging, provided that development of lodging includes a transportation management plan addressing methods to reduce guest trips in personal vehicles to the Town of Telluride and Town of Mountain Village while still encouraging visitors to patronize local businesses and participate in activities. Examples include the use of van shuttle services and local transit opportunities.

Discussion

The development of the Society Turn parcel would occur through a Planned Unit Development (PUD) and subdivision review process as provided for in the LUC. The PUD process would require the provision of a public benefit, which could consist of the dedication of a site for either the Regional Medical Center, employee housing or other Public Facilities/Uses.

During the review of the PUD/Subdivision application, various land use issues and matters would be reviewed and established, inclusive of the following: (i) the final mix of uses, consistent with the uses and activities being recommended above, (ii) allowable range of mass/scale, setbacks, heights of building and other improvements, (iii) design guidelines for development of buildings and improvements on the site, including landscaping and berming, (iv) compliance with County employee housing mitigation, (v) parking requirements and guidelines to serve the development, focused on serving the actual parking needed for the uses particular uses, which may be determined by parking studies based upon then current demand calculations, (vi) management of traffic, including intersection improvements and transit opportunities as well as the provision of necessary infrastructure to serve the proposed development, including water and sewer, shallow utilities, internal roads, sidewalks, pedestrian corridors, drainage and similar requirements, so as not to adversely impact public safety, and (vii) timing and phasing of the development. In the course of the review of development applications for the Society Turn parcel, consideration should be given to mitigating impacts of the proposed development on the Scenic Foreground through building placement, massing, and design, landscaping, and other design strategies. Consideration may be given to reducing the 200-foot scenic setback requirement for property located in the Scenic Foreground (Highway 145 south from Society Turn along the east side) and the 100-foot major highway setback requirement on the north side (Highway 145 from Society Turn to the west), provided impacts are sufficiently mitigated.

Implementation of the Future Land Uses as described herein is dependent upon the developer of the property entering into an agreement with the Town of Telluride for the provision of water and sewer services. It is acknowledged that such agreement may stipulate the type and amount of specific uses.

Environmentally sensitive areas shall retain their Future Land Use designations of Open Space/Rec/Parks or Wetlands/Rivers/Open Space.

BE IT FURTHER RESOLVED that the Planning Commission certifies the adoption of the Master Plan amendment to the Board of County Commissioners.

DONE AND APPROVED by the County Planning Commission of San Miguel County, Colorado, on May 8, 2019.

**SAN MIGUEL COUNTY, COLORADO
PLANNING COMMISSION**

By: 

Lee Taylor, Chair

Vote:	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

ATTEST:

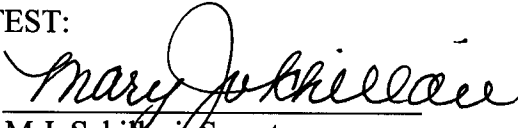
By: 
M.J. Schillaci, Secretary

EXHIBIT "A" Legal Description, and

EXHIBIT "B"- Public Hearing Record list are attached to this resolution

[Z:\Applications\2019_Geneseo Properties, Inc._MPA_Telluride Regional Area_Society Turn Parcel]

Exhibit A
(Legal Description)

A TRACT OF LAND LOCATED IN THE DENVER PLACER, MINERAL SURVEY NO. 12119, OF THE UPPER SAN MIGUEL MINING DISTRICT AND IN THE NAVIKE PLACER, MINERAL SURVEY NO. 736, OF THE UPPER SAN MIGUEL MINING DISTRICT AND IN GOVERNMENT LOT 1 OF SECTION 32, ALL SITUATED IN SECTIONS 32 AND 33, TOWNSHIP 43 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN, COUNTY OF SAN MIGUEL, STATE OF COLORADO, DESCRIBED AS FOLLOWS:
 BEGINNING AT CORNER NO. 9 OF SAID DENVER PLACER, BEING A UNITED STATES DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT BRASS CAP;
 THENCE ALONG LINE 9-10 OF SAID DENVER PLACER NORTH 81° 08' 37" WEST, 366.65 FEET;
 THENCE DEPARTING SAID LINE 9-10 NORTH 08° 13' 23" WEST, 446.33 FEET;
 THENCE SOUTH 81° 46' 37" WEST, 362.00 FEET;
 THENCE SOUTH 08° 13' 23" EAST, 335.11 FEET TO SAID LINE 9-10;
 THENCE ALONG SAID LINE 9-10 NORTH 81° 08' 37" WEST, 1406.67 FEET TO CORNER NO. 10 OF SAID DENVER PLACER;
 THENCE ALONG LINE 1-2 OF THE BOSTON PLACER, MINERAL SURVEY NO. 2019, OF THE UPPER SAN MIGUEL MINING DISTRICT, NORTH 81° 05' 35" WEST, 107.35 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 145;
 THENCE EASTERLY ALONG SAID RIGHT-OF-WAY LINE NORTH 74° 26' 41" EAST, 846.03 FEET;
 THENCE 696.28 FEET ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE BEING CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2790.00 FEET, A CENTRAL ANGLE OF 14° 17' 56" AND A CHORD BEARING NORTH 81° 35' 39" EAST, 694.48 FEET;
 THENCE NORTH 88° 44' 41" EAST, 890.11 FEET;
 THENCE SOUTH 40° 28' 23" EAST, 63.75 FEET;
 THENCE SOUTH 11° 20' 11" WEST, 878.41 FEET TO LINE 8-9 OF SAID DENVER PLACER;
 THENCE NORTH 07° 31' 25" WEST, 215.78 FEET TO THE POINT OF BEGINNING,
 SAID TRACT OF LAND IS SHOWN AS TRACT 19A ON SPECIAL WARRANTY DEED RECORDED MAY 26, 2005 UNDER RECEPTION NO. 375058;

LESS AND EXCEPT ANY PORTION CONVEYED TO THE TOWN OF TELLURIDE IN WARRANTY DEED RECORDED DECEMBER 5, 1986 IN BOOK 432 AT PAGE 38, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

LESS AND EXCEPT A TRACT OR PARCEL OF LAND NO. RW-1 OF THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO, PROJECT CODE 17641, PROJECT NUMBER NH 145A-045, BEING IN SECTION 33, TOWNSHIP 43 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN, COUNTY OF SAN MIGUEL, STATE OF COLORADO, CONVEYED TO THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO, IN WARRANTY DEED RECORDED JANUARY 18, 2012 UNDER RECEPTION NO. 421280, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 145 ESTABLISHED ON PROJECT S 0153(13), WHENCE CORNER NO. 9 OF THE DENVER, PLACER, MINERAL SURVEY NO. 12119, OF THE UPPER SAN MIGUEL MINING DISTRICT, BEING A BRASS CAP, 3 1/4" IN DIAMETER, MARKED "U.S. DEPT. OF THE INTERIOR, BUR. OF LAND MANAGEMENT, COR 9 MS 12119, COR 2 MS 2019, 1975", BEARS SOUTH 20° 17' 42" WEST, A DISTANCE OF 447.41 FEET;
 1. THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 14° 10' 25" WEST, A DISTANCE OF 219.30 FEET;
 2. THENCE SOUTH 88° 45' 19" WEST, A DISTANCE OF 75.75 FEET;
 3. THENCE NORTH 40° 26' 09" WEST, A DISTANCE OF 80.00 FEET TO THE SOUTHERLY LINE OF COLORADO STATE HIGHWAY 145 ESTABLISHED ON PROJECT S 0150(3);
 4. THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY NORTH 88° 45' 19" EAST, A DISTANCE OF 185.86 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 145 ESTABLISHED ON PROJECT S 0153(13), TO AN ALUMINUM CAP, 1 1/2" IN DIAMETER, MARKED "BANNER INC. 25954";
 5. THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 40° 26' 09" EAST, A DISTANCE OF 63.44 FEET TO A BRASS CAP, 3" IN DIAMETER ON A 6" DIAMETER CONCRETE POST, MARKED "STATE HIGHWAY DEPT., R.O.W. MARKER";
 6. THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 11° 20' 21" WEST, A DISTANCE OF 232.15 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

BASIS OF BEARINGS: ALL BEARINGS ARE BASED ON THE "STATE PLANE" GRID BEARING OF NORTH 2° 41' 20" EAST FROM CDOT CONTROL POINT MILEPOST 71.38 (A 3 1/4" ALUMINUM CAP) TO CDOT CONTROL POINT MILEPOST 71.48 (A 3 1/4" ALUMINUM CAP).

Exhibit B

Public Hearing Record

County Planning Commission

Application: Genesee Properties, Inc.

Amendment to Telluride Regional Area Master Plan: Society Turn parcel

Date: May 8, 2019

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 Planning Commission from Kaye Simonson, Planning Director dated May 8, 2019.
4. Draft Resolution of the County Planning Commission, San Miguel County, Colorado, Approving an Amendment to the Telluride Regional Area Master Plan Section of the San Miguel County Comprehensive Development Plan, Section III, Future Land Use Element, regarding Land Uses on the Society Turn Parcel.
5. Draft Minutes of the March 13, 2019 County Planning Commission meeting.
6. Memorandum to the San Miguel County Planning Commission from County Planning Staff dated March 13, 2019.
7. Telluride Regional Area Master Plan (1989 as amended) Goals and Selected Objectives.
8. Colorado Revised Statutes Title 30 Government County § 30-28-106 Adoption of master plan—contents.
9. Application submitted by Genesee Properties, Inc. received February 11, 2019, amendment(s) to application received February 19, March 12, and April 25, 2019.
10. Public Hearing Notice published in the Norwood Post and Telluride Daily Planet on February 27, 2019, and April 24, 2019.
11. Email from John Huebner, Associate Planner, to Bill Gordon, et al. dated February 27, 2019 (Further Public Notice).
12. Email received from David Bulson, Foley & Associates, surveyor representing the Applicant to Kaye Simonson, County Planning Director dated March 11, 2019.
13. Email from Mike Rozycki, Planning Director, to Kate Jones, Telluride Arts, dated April 5, 2019.

14. Maps for Planning Commission received from David Bulson, Foley & Associates, surveyor representing the Applicant dated May 8, 2019.

AGENCY COMMENTS

15. Memorandum from Kaye Simonson, County Planning Director to Referral Agencies dated February 20, 2019.
16. Email received from Monique Bensett, Tueller & Gibbs LLP, to Kaye Simonson, County Planning Director dated February 25, 2019.
17. Letter received from Ross Herzog, Town of Telluride Manager, to Kaye Simonson, County Planning Director dated March 4, 2019.
18. Letter received from Last Dollar PUD Homeowners' Association, to Kaye Simonson, Planning Director, San Miguel County Planning Commission, and San Miguel County Board of Commissioners dated March 4, 2019.
19. Email received from Janet Kask, Open Space & Parks Director, to San Miguel County Board of Commissioners dated March 8, 2019.
20. Email received from Joe Heinlein, Colorado Department of Transportation, to John Huebner, Associate Planner dated March 12, 2019.
21. Email received from Janet Kask, Open Space & Parks Director, to Mike Rozycki, Planning Director, and Kaye Simonson, Planning Director, dated March 14, 2019.
22. Letter received from Mark W. Caddy, Colorado Parks and Wildlife, District Wildlife Manager, to Kaye Simonson, Planning Director dated April 12, 2019.
23. Letter received from Town of Mountain Village Town Council to Kaye Simonson, Planning Director, dated April 17, 2019.
24. Letter received from the Lawson Hill Property Owners Company to Kaye Simonson, Planning Director, dated April 29, 2019.
25. Letter received from the Telluride Medical Center to Kaye Simonson, Planning Director, dated May 1, 2019.
26. Letter received from Ross Herzog, Town of Telluride Manager, to Kaye Simonson, County Planning Director dated May 7, 2019.
27. Letter received from Douglas Tueller, on behalf of Last Dollar PUD Homeowners' Association, to Kaye Simonson, Planning Director, San Miguel County Planning Commission, and San Miguel County Board of Commissioners dated May 7, 2019.

28. Letter received from Last Dollar PUD Homeowners' Association, to Kaye Simonson, Planning Director, San Miguel County Planning Commission, and San Miguel County Board of Commissioners dated May 7, 2019.
29. Letter received from Michael Martelon, Telluride Tourism Board President & CEO, to Mr. Thomas Kennedy, PC, dated May 7, 2019.

PUBLIC COMMENT

30. Email received from Kate Jones, Telluride Arts, to San Miguel County Board of Commissioners dated March 11, 2019.
31. Letter received from Bill de Alva, Last Dollar PUD resident, to Kaye Simonson, Planning Director and San Miguel County Planning Commission dated April 29, 2019.
32. Letter received from John E. Grimes, Mountain Village part-time resident, to San Miguel County Planning Commission dated May 1, 2019.
33. Letter received from Philip Evans, Mountain Village resident, to San Miguel County Planning Commission dated May 2, 2019.
34. Letter received from Gordon McPhee, County resident, to San Miguel County Planning Commission dated May 6, 2019.

OTHER

35. Memorandum to the San Miguel County Planning Commission from County Planning Staff dated September 12, 2018.
36. Letter from Nicole Champine, San Miguel Valley Corporation, to San Miguel County Board of County Commissioners dated December 8, 2014.



AGENDA ITEM - 8.a.

TITLE:

Consideration of moving the Commissioner meeting on November 6, 2019, from Telluride to Norwood due to a Facility use conflict./MOTION

Presented by:

Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

7/12/2019 This is a request by the Clerk's office. There needs to be a secure space that can be used for the Election Judges to tally the outcome of the November election. Due to this reason the Commissioner discussion 11/5/2019 will be moved to the Commissioner meeting room 3rd floor, Miramonte bldg. and the regular meeting 11/6/2019 would be held in Norwood.

FISCAL IMPACT:

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



AGENDA ITEM - 11.a.

TITLE:

1:00 pm Update with The Retirement Association (CCOERA).

Presented by: Susan Cleaton, CCOERA

Time needed: 60 mins

PREPARED BY:

RECOMMENDED ACTION/MOTION:

6.4.2019 Request per Ramona.

INTRODUCTION/BACKGROUND:

CCOERA staff will be presenting to the BOCC updates to the current CCOERA plan, current statistics of our participants, recent legislative changes that potentially could impact CCOERA and San Miguel County, and future enhancements to the retirement plan.

FISCAL IMPACT:

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

ATTACHMENTS:

Description	Upload Date
CCOERA Power Point	7/11/2019
Frequently Asked Questions	7/11/2019
Additional information	7/11/2019



San Miguel County Retirement Plans Overview

July 17, 2019

Established Past, Exciting Future

Reaffirming our 50-year commitment to exceptional retirement plan services for all Colorado local government employees, CCOERA is rebranding as the Colorado Retirement Association.

Why is CCOERA rebranding?

- Inclusiveness, simplification and responsiveness
- Continued dedication to innovation
- Growth makes us stronger for current and future members
- Service excellence and local representation remains at our core



Service excellence has always been, and will always be, central to who we are. Our members can be assured they will continue receiving the same – and even more – outstanding retirement planning education and support, all governed by a board composed of you, our members.

CO 401(a) Statute Changes: What You Need to Know

- Two bills from the 72nd Colorado General Assembly have potential impact to county employers
- Statute changes take effect August 2, 2019; however, neither can be implemented until CRA's plan is updated to incorporate the new provisions. Updates are currently underway.

Bill HB 19-1299

- Why did CCOERA ask the legislature for this change?
 - Employers have requested the ability to offer their employees a higher employer contribution percentage in the 401(a) without mandating a decrease in take-home pay to their employees
- Allows for different contribution rates to 401(a) plans
 - Minimum of 3%
 - Rates must still be chosen by employer and are mandatory
 - Allows employers to contribute more while not requiring a higher rate for employees

Bill HB 19-1299 – Implementation

- Your current agreement with CRA is not affected by this new amendment unless you make a material Participation Agreement (PA) change.
- Recommended goal: increase contribution levels up to the maximum that each party, the employer and employee, can comfortably afford.
- One CRA recommended model: begin the new range at your current employee contribution percentage and tier up from there. Do this in conjunction with raising the employer contribution level, up to the new desired level.

Bill HB 19-1299 – Implementation

- Using this option to cut benefits in any way or to allow a scenario where employees can decrease their current contribution levels is highly discouraged.
- Even in a plan with a range, per IRS regulations, employees still cannot change their election after enrollment at any time under your PA, unless your PA materially changes.

Bill SB 19-106

- Created by a coalition of county sheriffs with the intent of making it easier for their departments to leave their 401a plan and move to an FPPA pension plan.
- Allows Commissioners to initiate withdrawal of peace officers from CCOERA 401(a) plan

Commissioners must approve a vote

Existing employees may elect to stay at CCOERA

Vote requires 55% of affected population

No option to cease participation in FPPA

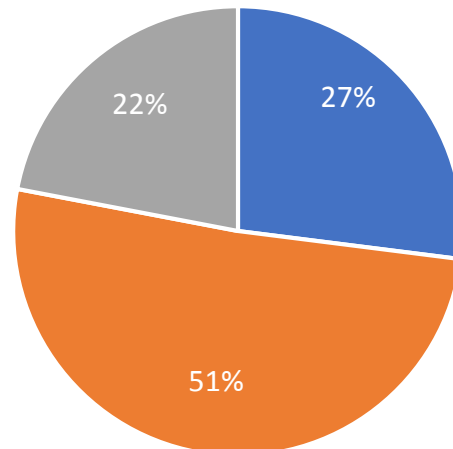
All new hires will only participate in FPPA

Your Plan Features

About Your Employees—401(a) plan

- Average age: 47
- Average tenure: 8.5 years

401(a) Generations

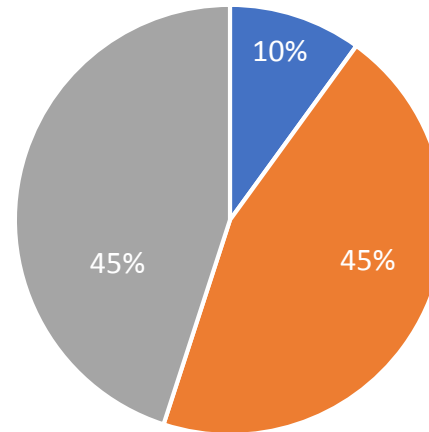


■ 22-37 (Millennials) ■ 38-53 (Gen X) ■ 54-72 (Baby Boomers)

About Your Employees—457 plan

- Average age: 52
- Average tenure: 16 years

457 Generations



■ 22-37 (Millenials) ■ 38-53 (Gen X) ■ 54-72 (Baby Boomers)

Your Plan Features—401(a) Plan

- Eligibility upon date of hire
- Contribution rate: 5% irrevocable election
 - County matches dollar for dollar
 - Both contributions are mandatory
- 5-year vesting schedule
 - Immediate vesting for elected officials

Your Plan Features—457 Plan

- Optional plan for additional contributions
- Immediate eligibility if employee chooses
- Employee elects contribution rate
 - Dollar amount or percentage
 - County matches 50% of the first 3% of contributions for eligible SO employees
- Employee elects deferral type
 - Pre-tax or Roth
 - Start/stop/change at any time
- Immediate vesting

About Your Plans

- 401(a) Plan:
 - Total participants: 113
 - Total plan assets: \$10,373,891
 - Average account balance: \$91,804
- 457 Plan:
 - Total participants: 42 (38% of total employees)
 - Contributing Roth monies: 9 (21% of 457 participants)
 - Total plan assets: \$4,590,512
 - Roth monies: \$121,658
 - Average account balance: \$109,298

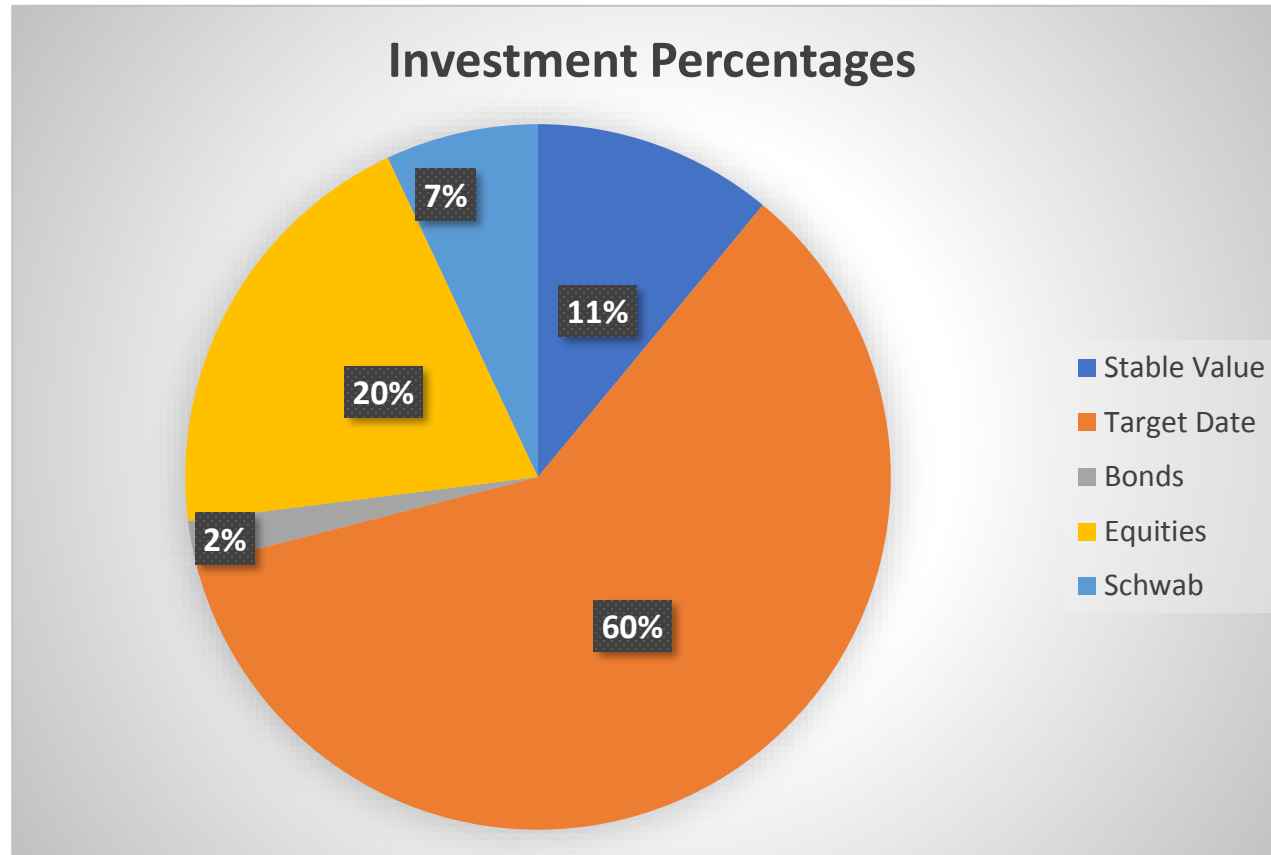
About Your Plans

- Plan Loans:
 - Total loans outstanding: 26
 - Total outstanding: \$431,947
 - Average loan balance: \$16,613
 - 21% of participants have loans

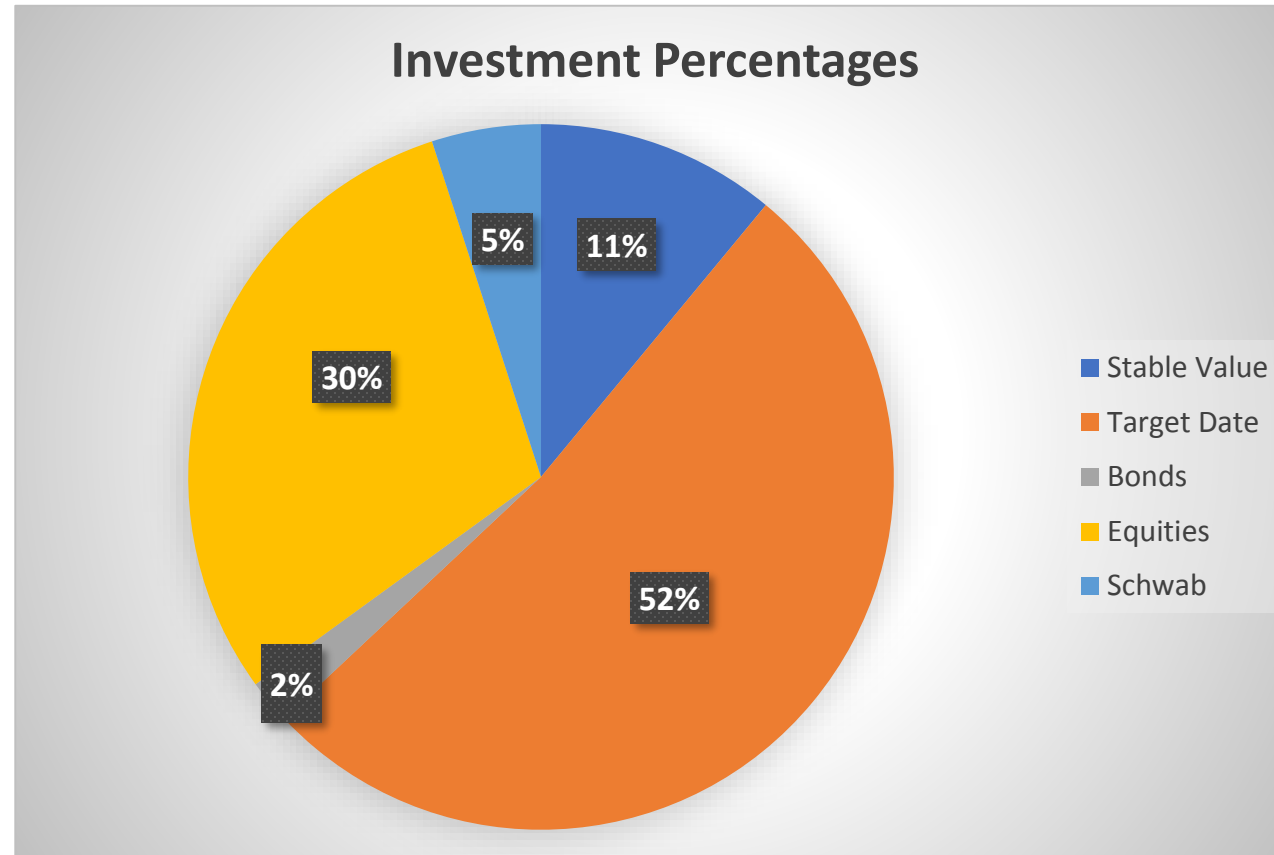
Investments

- Individual options:
 - CCOERA Book Value Fund
 - Equities and Bonds
- Target Date Funds
- Advised Assets Group
- Schwab Self-Directed Brokerage

Plan Investments--401(a)



Plan Investments—457



DB/DC Plan Comparisons

Two Types of Retirement Plans

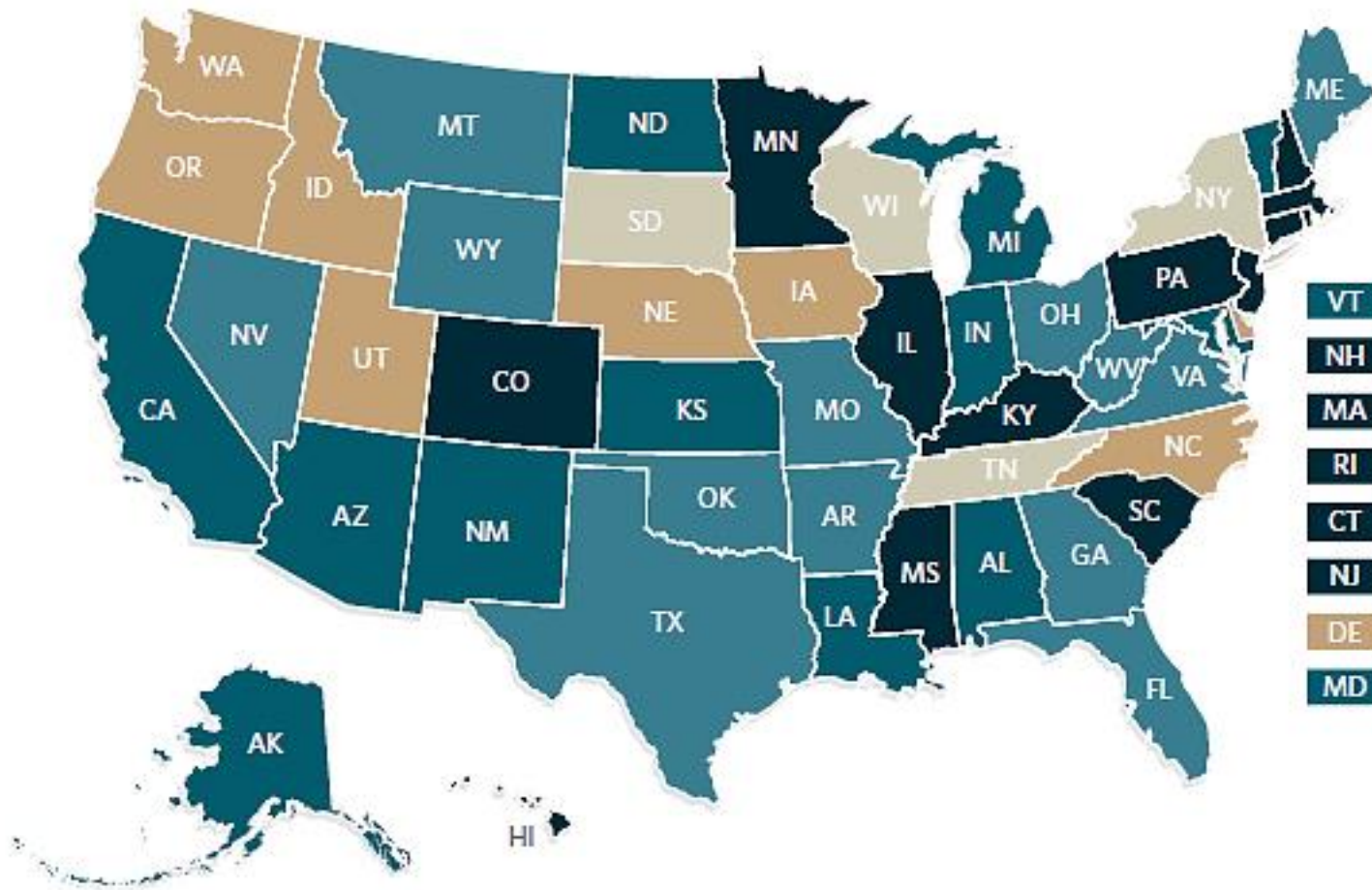
Defined Contribution (DC) retirement plan

- A **defined** amount is **contributed** into an individual retirement account each period
- Synonymous with Money Purchase Pension Plan or 401(a) Plan

Defined Benefit (DB) retirement plan

- Plan **defines** retirement **benefit** based upon certain conditions and formulas
- Commonly referred to as a pension

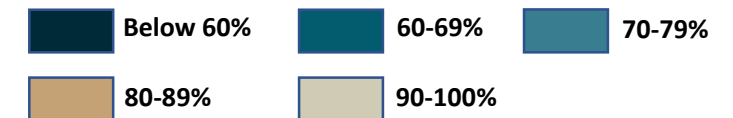
State Pension Funding Ratio



Funded Ratios For State Pension Plans, 2016

66% US Average

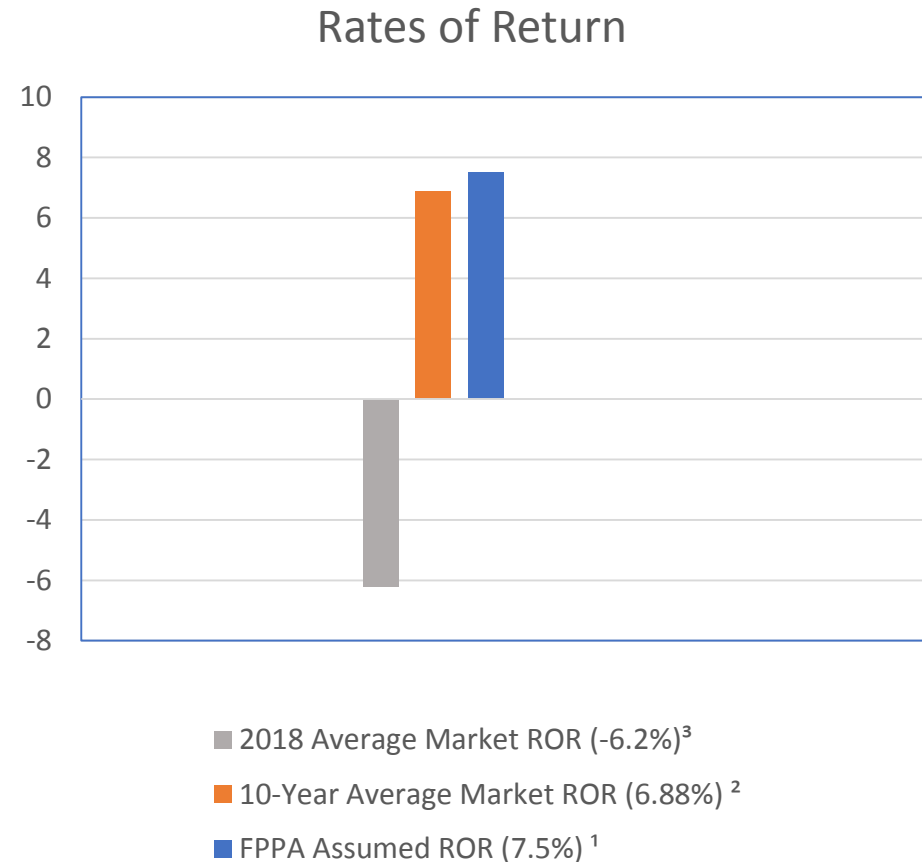
Only four states had at least 90% of the assets needed to pay promised benefits



Percentages reflect 2016 Governmental Accounting Standards Board reporting standards. Sources: Comprehensive annual financial reports, actuarial reports and valuations, other public documents, or as provided by plan officials. ©2018 The Pew Charitable Trusts

The Rate Makes the Difference

- Both plan types are subject to similar risks
 - Both DB and DC plans commonly invest a significant portion in stocks, which makes both subject to market volatility
- The market underperformed FPPA's projections 13 out of the last 30 years⁴



1. FPPA Annual Report, YE 2017; 2. Credit Donkey, The Average Stock Market Return Will Surprise You, July 6, 2018; 3. Market Watch, Here's How Ugly 2018 Was for Stocks and Other Assets, Jan. 1, 2019; 4. S&P 500 Historical Returns, Macrotrends.net

FPPA Retirement System

- If a lower return assumption is used to calculate funding, FPPA is not fully funded
 - Underfunding may require additional increase to contributions
 - Employee
 - Employer
 - Potentially taxpayers
 - Colorado PERA underfunded liabilities (see FAQ)

FPPA Retirement System

- May modify minimum employee and employer contribution rates with legislative approval
 - FPPA is currently drafting legislation to raise the required employer contribution 4% over the next 8 years in the DB plan
- May make revisions without legislative approval
 - Modify benefits (within statutory limits)
 - Determine annual cost-of-living adjustments (COLA)
 - Control of accounts generated by surplus funds

Key Issues to Consider

- Threshold of 55% affirmative vote is likely easy to attain
- **Once a vote is passed, the SO automatically goes to FPPA**
 - No option to reconsider
- **Once a department enters FPPA, there is no option to ever cease participation**
 - No control over investment election, required contribution amounts, plan expenses

Key Issues to Consider

- Underfunded pension plans represent significant liabilities to the County, which can impact financial standing
 - The unfunded liability of the county DB plan must be expensed and accrued for on the County's balance sheet
 - Western State Colorado case study (see FAQ)

Key Issues to Consider

- Currently, if an employer leaves CCOERA, all active participants will become 100% vested
 - Forfeiture amounts used in 2018: \$115,807
- Any future forfeitures under FPPA will not be available to employer for future use
- The effect on outstanding loans is still being examined
 - Legal opinion is required

County Options

- Accounts stay at CCOERA
 - Can stay even after separation of service
 - Continued access to all CCOERA benefits and services
 - Lower fund expense ratios, lower fees
 - Retirement counseling and education
- 457 is always available
 - Same CCOERA benefits
 - Continued education and counseling
 - Significantly lower cost than other providers

Hueler's Income Solutions[®]

- CCOERA offers access to a low-cost lifetime income annuity program through Hueler Investment Services, Inc.
 - Guaranteed retirement income
 - Can elect various features to customize to your needs
 - Income will not vary with market conditions
- Hueler receives a 1% level fee, regardless of annuity selection
 - Lower fees mean more toward your purchase



Committed Partnership

Committed Partnership

Enhanced employer relationship

- Consultative approach
- Plan reviews
- Employer meetings/training

Expanded education library and technology

- Additional topics
- More group meetings for participants: in-person & virtual (live and pre-recorded)

Continued dedication to individualized support

- Unparalleled customer experience
- 1:1 retirement counseling

Renewed focus on communication

- Centralized marketing
- Increased communications through social media and email
- New website launching in August
- Employee/employer surveys



Questions?

FPPA Frequently Asked Questions

What is FPPA?

FPPA (the Fire and Police Pension Association of Colorado) is a statutorily-created retirement association that administers statewide, multiple-employer defined benefit (DB) plans for firefighters and police officers.

- The association can hire consultants, actuaries, investment managers, and other professionals to administer the plans.
- The association can modify members' minimum employee and employer contribution rates with legislative approval.
- The association can modify benefits (within limits), determine annual cost-of-living adjustment (COLA), and control accounts funded with employer contributions beyond funding requirements without legislative approval.

How is FPPA funded?

FPPA is funded by employer and employee contributions. All employer amounts forfeited due to non-vesting, and all amounts forfeited due to participant deaths are returned to the plan, providing additional funding.

What are current employee and employer contribution rates?

A majority of the counties in Colorado participate in Social Security. Due to this fact, they are only eligible for the Statewide Defined Benefit Plan-Social Security Supplemental (SWDB-SS) plan. The SWDB-SS plan's contribution rates are half that of the Statewide Defined Benefit (SWDB) plan.

- In 2019, mandatory employee contributions are 5.25% and mandatory employer contributions are 4% for the SWDB-SS plan.
- Over the next three years, the employee contribution will increase by 0.25% per year, ending with a mandatory contribution of 6% in 2022.

Are contribution rates subject to change?

Yes, both employer and employee contributions rates can be adjusted by FPPA with legislative approval.

- In July 2018, a motion to draft legislation to **increase minimum employer contribution rates** was introduced. A motion to "not pursue the drafting initiative for increased employer contribution at this time" was passed at the August 2018 FPPA Board meeting.

Boulder County Case Study

In 2004, Boulder County Commissioners voted to merge their fully funded defined contribution (DC) plan into Colorado PERA, another statewide, multiple employer defined benefit plan. A main reason cited was a cost savings from employer contributions. When the County affiliated with PERA in 2004, the County's contribution rate was 10%.

As of 2018, the current contribution amounts for the County's PERA plan were as follows:

- County Contribution: 13.7% of salary
- Employee Contribution: 8.0% of salary

Mandatory employer contributions to PERA were increased after affiliation, and the County was required to spend more on employer contributions. By affiliating with a defined benefit plan, the County gave up control over the expense of employer contribution rates.

What are other risks to the employer of making a change to FPPA?

By participating in the FPPA defined benefit plans, **risk is shifted from the participant to the employer.**

- **Required employer and employee contributions can increase at any time by vote of FPPA and approved by state legislature (no employer input).**
- Many employers are collapsing DB plans at rapid rate, due to most state plans being significantly underfunded which impacts financial standing and can increase the likelihood of contribution increases.
- If a lower return assumption is used to calculate funding (currently 7.5% net of expenses), FPPA is not fully funded.
- **Once an employer group affiliates with FPPA, there is no option to leave in the future. The employer loses all control over retirement plan direction, associated costs, contribution rates, and benefits.**

Why would mandatory contributions change?

Increasing contributions is an approach used to increase the funding ratio of the plan.

What are possible implications of underfunded pension liabilities?

Funding is a measure of a DB plan's solvency: the ability to pay out the benefits the plan has promised participants. Underfunded pension plans represent significant liabilities to employers who offer the pension – which can impact employers' financial standing. **Employers are required to accrue these unfunded liabilities on their balance sheet** per the Governmental Accounting Standards Board (GASB).

Aurora Police Case Study – 2018

In 2018, the Aurora Police Association (the Union) sought to affiliate with the FPPA plan so its members could have access to a (DB) plan. As of December 2018, total assets in the Aurora Police Money Purchase Plan was approximately \$220 million, with 842 active and 55 retired participants. The City of Aurora and the Union hired an independent fact-finder to explore the issue. The fact-finder reported the following key conclusions:

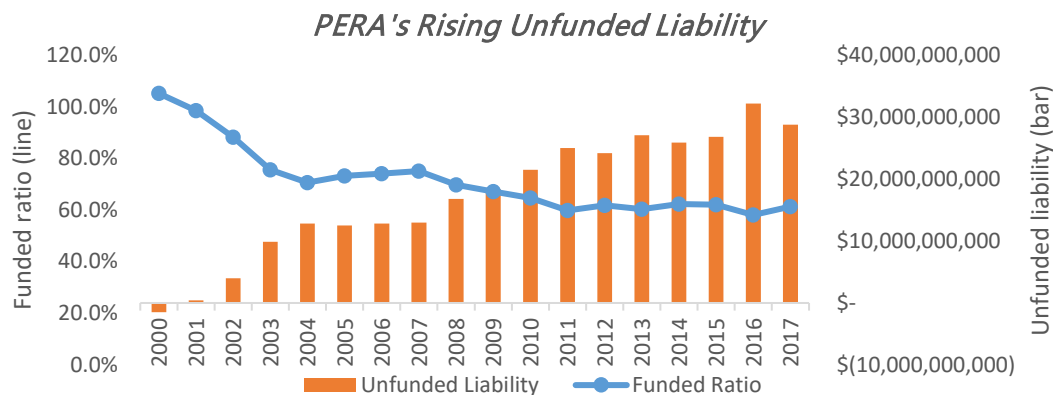
- **While fully funded under the current return assumption of 7.5%, a reduction of actuarial assumptions to a 6.5% annualized return would result in a net \$266 million pension liability.**
 - As of December 2018, a balanced investment portfolio allocated across 60% global stocks and 40% global bonds would have returned approximately 4.7% annualized over a period of 20 years.
- **“...Enormous risk...” to the City of Aurora and the public, of “...unfunded liabilities, steadily increasing liabilities, and/or unrealistic assumed rates of return.”**
- The immediate threat of the FPPA Board introducing a 4% increase in employer contribution is highly detrimental to the City.
- Experts are recommending that public employers leave the defined benefit space.
- “...Unconscionable that retired police officers would be left behind in a dying DC plan...”
- **The City would lose all control over funding by affiliating with FPPA.**
- The City could be required to increase contributions or carry an unfunded liability, which could impact bond rating.

The fact-finder’s definitive recommendation was the City should remain with the current DC plan.

Colorado PERA Underfunded Pension Liabilities

According to Colorado PERA’s Popular Annual Financial Report (PAFR) for the year ended December 31, 2017, PERA has 61.3 percent of the money it owes in future retirement payouts. The State division of Colorado PERA, which includes State Troopers, reports a 57.5 percent funding ratio. This measure factors in mandatory increases in employee and employer contributions that were passed in State Bill 18-200 in 2018. **These increases for State Troopers result in a total contribution rate of 25.1% by July 2021.**

- PERA’s funding gap has increased to \$28.8 billion according to the PAFR’s accounting measure.



Source: PERA financial reports

Western State Colorado University Case Study – 2017

State institutions are facing significant and increasing pension liabilities from plans that were once fully funded. Western State June 2017 financials show a proportionate share of the PERA net pension liability of 0.186%, which equates to ~\$34 million or 612% share of liability as percentage of covered payroll – compared to a share of ~\$20 million or 360% of covered payroll in June 2016. PERA’s Board adopted updated economic and demographic actuarial assumptions in 2016 which has impacted the liabilities shown for 2017.

WESTERN STATE COLORADO UNIVERSITY			
SCHEDULE OF REQUIRED SUPPLEMENTARY INFORMATION			
SCHEDULE OF THE UNIVERSITY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY			
For the Years Ended June 30, *			
	2017	2016	2015
University's proportion of the net pension liability	0.1860%	0.1950%	0.2016%
University's proportionate share of the net pension liability	\$ 34,158,370	\$ 20,538,558	\$ 18,959,603
University's covered payroll	\$ 5,573,306	\$ 5,692,536	\$ 5,625,076
University's proportionate share of the net pension liability as a percentage of its covered payroll	612.89%	360.80%	337.06%
Plan fiduciary net position as a percentage of the total pension liability	42.60%	56.10%	56.84%

* The amounts presented for the years shown above were determined as of and for the calendar years ended December 31, 2016, 2015 and 2014 (the Plan's measurement period) occurring within the University's fiscal years ended June 30, 2017, 2016 and 2015 in accordance with Governmental Accounting Standards Board Statement No. 68, *Accounting and Financial Reporting for Pension*.

Hueler Investment Services

Income Solutions® Lifetime Income Platform

We understand that you have worked hard for your retirement savings, and ensuring the safety of your nest egg is critical. When you are planning for retirement, you need to make sure that you have enough income to last for your lifetime.

Living longer, healthier lives is certainly an exciting proposition, but ensuring that your retirement savings will last twenty to thirty years – or possibly longer – can be a challenge. When you start building a retirement income withdrawal strategy, guaranteeing a lifetime income stream is one option you may want to explore.

You have the opportunity to access the following benefits through Income Solutions®

- **Ability to Achieve Greater Lifetime Income**
Access to low-cost, institutionally priced lifetime income products, that may result in payouts that are more than 10% higher than retail options.
- **Competitive Bidding**
Our research shows that no single insurance company can always provide the highest quote. The insurance companies compete on each quote ensuring you the best market price.
- **Choice of High-Quality Insurance Companies**
You can research and request lifetime income quotes from multiple well-known insurance companies.
- **Standardized Quote Responses**
Quote responses are displayed in a single grid, allowing for simple and straightforward apples-to-apples comparison of the insurance company offerings.
- **Access to Information and Educational Tools**
These valuable tools help you make an educated decision about your lifetime income purchase.

Lifetime Monthly Income		
Age/Gender	Income Type	\$100,000
65 Male	Life Only	\$562
65 Male	Life with 10 Year	\$550
65 Female	Life Only	\$522
65 Female	Life with 10 Year	\$520

(Date as of 2/27/2018 represents quotes for immediate income annuities)

**Learn more about Lifetime Income Solutions® by calling
a Hueler lifetime income specialist at 866.297.9835
or by visiting ccoera.org/income-annuities.**