



SPECIAL MEETING AGENDA

Wednesday, April 28, 2021

Join a Meeting, Zoom.us, Meeting Id # 534.180.495, Password 014764, audio 1-301-715-8592 or 1-253-215-8782
Telluride, Colorado

1. **9:30 am CALL TO ORDER - ZOOM Special Daily Meeting - Zoom.us - Join a Meeting, Meeting Id # 534.180.495, Password 014764, audio 1-301-715-8592 or 1-253-215-8782**
2. **REVIEW OF AGENDA**
3. **CALENDAR REVIEW**
4. **9:32 am CONSENT AGENDA**
 - a. Approval of Chair's signature on the 2021 Homeland Security Grant Application.
 - b. 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 James Jaeschke and Pete Jaeschke, Lot 5B, Lawson Hill Subdivision/PUD.
 - c. Approval of Chair's signature as the Board of Commissioners acting as the San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with John Maxwell Henry, Rio Vistas, Phase I, Unit 102 R, Lot 0, Lawson Hill Subdivision.
 - d. Approval of the Chair's Signature on a License Agreement between San Miguel County and Rural Homes, LLC
 - e. Other, as needed.
5. **9:35 am ADMINISTRATIVE MATTERS**
 - a. 9:35 am Update with the Lodging Tax Panel.
10 mins Keith Hampton, Chair of the Lodging Tax Panel
 - b. 9:45 am Update on the Norwood Transfer Station

25 mins Carmen Warfield, Chief Deputy Clerk; Chris Trosper, Bruin Waste Mang.

- c. 10:10 am Consideration of approving the San Miguel County Behavioral Health Solutions Community Partnership Agreement with the Uncompaghre Medical Center to provide \$5,000 for behavioral health services./MOTION

25 mins Hilary Cooper, Commissioner

- d. Consideration of approving the San Miguel County Behavioral Health Solutions Community Partnership Agreement with the Center for Mental Health to provide \$10,000 for behavioral health services./MOTION
- e. Consideration of approving the San Miguel County Behavioral Solutions Community Partnership Agreement with the Norwood School District to provide \$648.00 for behavioral health services./MOTION
- f. Consideration of approving the San Miguel County Behavioral Health Solutions Community Partnership Agreement with the Telluride R-1 School District to provide \$2,232 for behavioral Health Services./MOTION
- g. Consideration of approving the San Miguel County Behavioral Health Solutions Community Partnership Agreement with the Telluride Medical Center to provide \$20,000 for behavioral health services./MOTION
- h. Other, as needed.

6. 10:35 am PARKS AND OPEN SPACE

- a. Consideration of the Chair's signature on a Memorandum of Understanding with the USDA Forest Service - Rocky Mountain Region concerning the Matterhorn Mill site Historic preservation, removal action and joint mine waste repository./MOTION

10 mins Janet Kask, County Parks and Open Space Director

- b. Late Addition: Approval of a Letter of interest to the United States Forest Service on Matterhorn Mill Property./MOTION

Janet Kask, County Parks and Open Space Director

- c. Item Continued - Matterhorn Mill RFP - Selection Process/Award

Janet Kask, Director Parks and Open Space

- d. 10:45 am Potential Executive Session: Discussion regarding the Matterhorn Mill, citation (4)(e)./MOTION

25 mins Janet Kask, County Parks and Open Space Director

- e. Other, as needed.

7. 11:10 am NATURAL RESOURCES AND SPECIAL PROJECTS

- a. Discussion on a Colorado Outdoor Recreation Partnership.

25 mins Lance Waring, Commissioner and Starr Jamison, Director NRSP

- b. Other, as needed.

8. **11:35 am UPDATE WITH THE COUNTY MANAGER/COUNTY COMMISSIONERS**

- a. Updates with the County Manager.
20 mins Mike Bordogna, County Manager
- b. Updates with Kris Holstrom.
5 mins
- c. Updates with Hilary Cooper and Legislative updates.
10 mins
- d. Updates by Lance Waring.
5 mins
- e. Other, as needed.

9. **12:15 pm ATTORNEY MATTERS**

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

- a. Public Comment for Items not on the agenda.
- b. Update on Litigation
- c. Other, as needed

10. **12:30 pm Recess for agenda-setting with the Board and Staff (No decisions will be made).**

11. **NO PUBLIC HEALTH AND ENVIRONMENT UPDATE**

(Board of Commissioners sitting as the San Miguel County Board of Public Health and Environment.)

- a. Item Continued - Discussion on the Memorandum of Understandings for Family Planning Services.
15 mins Grace Franklin, Public Health Director
- b. Other, as needed.

12. **12:30 pm ADJOURNMENT**

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

728-3174 prior to the meeting.

The official, designated posting place for all BOCC notices will be online at <https://www.sanmiguelcountyco.gov/liveagenda>. Use this link to view the live agenda with any last-minute changes. To be automatically notified, please sign up at www.sanmiguelcountyco.gov, sign up for alerts, and follow the prompts.



AGENDA ITEM - 4.a.

TITLE:

Approval of Chair's signature on the 2021 Homeland Security Grant Application.

Presented by:

Time needed:

PREPARED BY:

Jill Hart, San Miguel Sheriff

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

I

Attached is the West Region application for the State Homeland Security Program funding for the 2021 grant . As in past years, this is a reimbursement grant, but there are some funds for grant administration that are available to San Miguel County (mostly to cover personnel and expenses for me and Ramona Rummel.)

FEMA and DHS have added another new priority area, so the application is structured a bit differently. This year's allocation is about 8% more than last year, and we are proposing 3 projects plus the Management & Administration funds. One project is for planning activities, including exercises in Ouray that will involve all West Region counties, another involves enhanced communication & Internet systems for all 6 counties, and the third is for a drone to be used by the Montrose County Sheriff's Office to support the region.

Please feel free to contact me or Jennifer if you have any questions. Once the BOCC approves, we will need to have the Lance Waring sign the application, and then please return the signature page (or the entire application) to me electronically.

I will ensure that we get Ramona's signature on all of the correct pages, then have our West Region Board Chair, and I will submit it to DHSEM by May 4th.

Thank you!

Jill Hart

West All Hazard Region

Homeland Security Grant Coordinator

jhart@sanmiguelsheriff.org | Direct 970-729-2043

FISCAL IMPACT:

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

ATTACHMENTS:

Description

Grant Application

Upload Date

4/27/2021



HOMELAND SECURITY GRANT PROGRAM

Application Instructions

This completed Budget Worksheet must be uploaded into **EMGrants Pro** prior to Advancing application to the State
Deadline for 2021 DRAFT Applications in EMGrants Pro: *THURSDAY, APRIL 15, 2021*****
Deadline for 2021 FINAL Applications in EMGrants Pro: *WEDNESDAY, MAY 5, 2021*****

This Excel spreadsheet is a MACRO enabled document.
*Contact your Grant Specialist **immediately** if you experience issues using this form.*
*All fields in **WHITE** are required. **Rejection** of the application will occur if there are **missing or incomplete row fields**.*

Guided Checklist

Step 1	Tab A - Applicant Information = COMPLETE Form
Step 2	Tab B - Signatures = COMPLETE Form (<i>Electronic Signatures Accepted</i>)
Step 3	Tab C - Certifications = COMPLETE Form
Step 4	Tab D - Civil Rights = COMPLETE Form
Step 5	Tab E - Regional Overview = COMPLETE Form
Step 6	FFATA = COMPLETE Form
Step 7	Applicant Budget Summary - Shows project and M&A amounts based on the total award to the region as entered on Tab A-Applicant Info, and a summary of the entries made into each Worksheet
Step 8	M & A Worksheet (if accepting) = COMPLETE Form
Step 9	M & A Worksheet shows maximum allowable amount based on the funding formula amount awarded to the region as shown on Tab A-Applicant Info
Step 10	Separate projects - One project type per Worksheet (10 maximum projects allowed)
Step 11	Worksheet project information - Marked Active or Reserve
Step 12	Worksheet project information - Remember: all White Boxes are required fields!
Step 13	Worksheet project information - project lines based on PETE areas: Planning, Equipment, Training, and Exercise <u>Add lines only as needed using the button in the PETE section.</u>
Step 14	Worksheets - watch for dropdown lists for selection options
Step 15	Worksheets - Identify costs on separate lines by specific jurisdictions and/or receiving entities
Step 16	Expenditure Descriptions should be detailed enough to identify the type of expense, but it is not necessary to list every individual item/component. For example: It is sufficient to list "P25 DTRS Compatible Portable Radios" by jurisdiction, with quantities and unit cost. It is not necessary to list each individual component separately (antenna, battery, charger, belt clip, etc) It is sufficient to list "PPE for Pandemic Influenza to include N-95 masks, gloves, hand sanitizer, etc." It is not necessary to list the above items (masks, gloves, etc.) on separate lines. It is sufficient to list "Office supplies to include clipboard, pens, etc." It is not necessary to list the above items (clipboard, pens, etc.) on separate lines. It is sufficient to list "Recurring monthly expenses to include office space, phone and Internet service."
Step 17	All EQUIPMENT project lines = AEL Numbers REQUIRED
Step 18	Salary, Benefits, Operating expenses (etc) for all <u>PERSONNEL</u> costs require separate lines
Step 19	TRAINING & EXERCISES: personnel, travel, supplies, and other expenses required on separate lines

FYI

Maintenance Contracts, Software Subscriptions, and Separate Warranties:

Duration of maintenance contracts, software subscriptions, and separate warranties allowed **only** within the period of performance (PoP) of the grant (those that go beyond the PoP can be prorated within performance period and allowed for reimbursement)
This prorated method is used for amounts **specifically itemized on invoices, purchase orders, quotations, etc.** for maintenance, subscriptions, warranties, etc.
As a reminder, if the **overall cost of the item** includes maintenance, subscriptions, warranties, that extend beyond the grant period of performance, prorated amounts are not performed.

If you have questions about the item or allowable reimbursement, contact your assigned Grant Specialist.



COLORADO

Division of Homeland Security & Emergency Management

Department of Public Safety

HOMELAND SECURITY GRANT PROGRAM

SECTION A: APPLICANT INFORMATION

Grant Program	State Homeland Security Program (SHSP)	
Region	West	
Grant Award Number	21SHS22WR	
Fiscal Agency	San Miguel County	
Fiscal Agency DUNS #	000001485-6074	
Address 1	333 W Colorado Ave	
Address 2	PO Box 1170	
City & State	Telluride, CO	
Zip	81435	
Total Application Funds Requested	\$	202,742.00
Funding Formula Allocated Amount	\$202,742.00	

required

*Automatically Pulled from Applicant
Budget Summary*



SECTION B: APPLICATION SIGNATURES

The Subgrantee and responsible signatories certify by signing that they have read the Application including the Grant Requirements, and are fully cognizant of their duties and responsibilities for this grant and will comply with, and follow, all requirements established in the FEMA and DHSEM Grant Management Guides. The Subgrantee understands and agrees that any subgrant award received as a result of this application shall incorporate by reference the information contained herein.

1. Authorized Official

Name	Lance Waring		
Title	Chair, Board of County Commissioners		
Agency	San Miguel County		
Mailing Address	PO Box 1170		
City	Telluride	State	CO Zip Code 81435
Telephone #	970-728-3844		
Email Address	lwaring@sanmiguelcountyco.gov		
Signature		Date	

2. Fiscal Agent (Financial Officer)

Name	Ramona Rummel		
Title	Finance Director		
Agency	San Miguel County		
Mailing Address	PO Box 486		
City	Norwood	State	CO Zip Code 81423
Telephone #	970-327-4885		
Email Address	ramonar@sanmiguelcountyco.gov		
Signature		Date	

3. Regional Coordinator

Name	Jill D. Hart		
Title	West Region Homeland Security Grant Coordinator		
Agency	San Miguel Sheriff's Office		
Mailing Address	8681 S Warhawk Rd		
City	Conifer	State	CO Zip Code 80433
Telephone #	970-729-2043		
Email Address	jhart@sanmiguelsheriff.org		
Signature		Date	

4. Chair of Regional Board of Directors

Name	Scott Morrill		
Title	Chair, West All Hazard Region Board		
Agency	Gunnison County OEM		
Mailing Address	510 Bidwell Ave		
City	Gunnison	State	CO Zip Code 81230
Telephone #	970-641-2481		
Email Address	smorrill@gunnisoncounty.org		
Signature		Date	



HOMELAND SECURITY GRANT PROGRAM

SECTION C: CERTIFICATIONS

CERTIFICATION OF COMPLIANCE WITH REGULATIONS OFFICE OF EQUAL RIGHTS

For Subgrants Issued by the Colorado Department of Public Safety,
Division of Homeland Security and Emergency Management

INSTRUCTIONS: Identify the person who is responsible for reporting civil rights and select from the drop list the certification that applies to your agency.
The authorized person must sign this form.

Subrecipient Name (Fiscal Agent or Agency)	San Miguel County
Address	PO Box 1170
	Telluride, CO 81435
Authorized Official Name	Lance Waring
Phone Number	970-728-3844
Name of Authorized Official for reporting civil rights findings of discrimination	Charles Tomlinson
Phone Number	970-369-5471

AUTHORIZED OFFICIAL'S CERTIFICATION: As the Authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

I. REQUIREMENTS OF SUBRECIPIENTS: All subrecipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

> I certify that this agency will maintain data (and submit when required) to ensure that:

- Services are delivered in an equitable manner to all segments of the service population;
- Employment practices comply with Equal Employment Opportunity requirements, except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.";
- Projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (See also, 2000 Executive Order #13166).

> I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit violation(s), if any, to the Division of Homeland Security and Emergency Management within 45 days of such violation(s), and/or if the violation(s) occurred prior to the grant award beginning date, within 45 days of the grant award beginning date. A copy of this Certification will be provided to this person, as identified here:

II. EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS:

Select the appropriate Certification that applies to this subgrantee agency during the period of the grant duration noted above.

CERTIFICATION "B" (EEOP MUST BE ON FILE)

This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Division of Homeland Security and Emergency Management, more than \$25,000, but less than \$500,000 in federal U.S. Office of Domestic Preparedness. Also, it has not been awarded more than \$1 million cumulatively from all programs administered by the U.S. Office of Domestic Preparedness over an 18-month period that includes the above grant duration period. Therefore, I hereby certify that the funded entity has formulated and Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E. that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the SAA as required by relevant laws and regulations.

For CERTIFICATION "A" ONLY

Please identify the number(s) applicable to your organization for the selection above.

N/A

As the authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

Authorized Official's Signature	Date
Charles Tomlinson	Human Resources Director
Typed Name	Title



COLORADO

Division of Homeland Security
& Emergency Management

Department of Public Safety

HOMELAND SECURITY GRANT PROGRAM

SECTION D: CIVIL RIGHTS

COMPLIANCE WITH NONDISCRIMINATION LAWS

UNLAWFUL DISCRIMINATION

- 1** **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:
- A** **Colorado Anti-Discrimination Act (CADA)**
- (i) Employment anti-discrimination laws: Colorado Revised Statutes (C.R.S.) § 24-34-401 et. seq.
 - (ii) Housing anti-discrimination laws: Colorado Revised Statutes (C.R.S.) § 24-34-501 et. seq.
 - (iii) Public Accommodations anti-discrimination laws: Colorado Revised Statutes (C.R.S.) § 24-34-601 et. seq.
- B** **The United States Civil Rights Act of 1964** (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- C** Section 504 of the **Rehabilitation Act of 1973** (29 USC 794);
- D** The **Americans with Disabilities Act of 1990** (as amended) (42 USC 12101 et seq.); and
- E** The **Age Discrimination Act** (42 USC 6101 et seq.).

As the authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

Authorized Official's Signature

Date

Charles Tomlinson

Human Resources Director

Printed Name

Title



COLORADO

Division of Homeland Security
& Emergency Management
Department of Public Safety

HOMELAND SECURITY GRANT PROGRAM

SECTION E: REGIONAL OVERVIEW

Must outline the following:

The Board structure, voting membership (organizations that vote) and process for selecting voting members:

The WAHR Executive Board consists of an Emergency Management Representative from each of the participating counties within the six county region. Any Municipal or District emergency manager and/or coordinator may serve as ex-officio members of the executive board. Ex-officio members abstain from voting. In the case of a vacancy due to the departure of an Emergency Management Representative, the Board of County Commissioners (BOCC) from that Emergency Management Representative's county shall appoint a new representative.

Name of fiscal agency responsible for managing the grant funds and the relationship that organization has with the regional board, include voting rights if applicable:

San Miguel County serves as the Fiscal Agent for the management of this grant. Since the Executive Board is made up of the Emergency Managers from each county, San Miguel's Emergency Manager is a voting member of the West All Hazard Region Executive Board. Ramona Rummel serves as the Finance and Human Resources Manager for San Miguel County, and is the designated Fiscal Agent for this grant. Jill Hart, the West Region Homeland Security Grant Coordinator is a part-time employee of the San Miguel Sheriff's Office, and Jennifer Dinsmore, Chief Administrative Officer and EM Coordinator, serves as Jill Hart's Supervisor in the Sheriff's Office.

Describe application process to include notification of application opportunity through prioritization and selection of projects for funding. Include who is involved in selection of projects and criteria used for selection:

The west Region has had significant difficulty in getting representatives from disciplines other than Emergency Management to take part in Homeland Security activities. The current process for selecting and prioritizing projects involves the Executive Board members assessing needs throughout the year, coming together to create the TEP and THIRA during the summer, and coming together for a three-day planning workshop in October. During the workshop, the Board is updated on prior grant year spending, the members review the gaps from the THIRA, and list projects for consideration. Currently, prioritization is done by consensus, and the project amounts are adjusted in order to fund as many priority projects as possible within the anticipated allocation. During the 2020 workshop, plans were made to bring new participants in through work with MAC groups, Fire Chiefs, and IT staff and to take steps toward establishing a more formal structure for soliciting and selecting projects in the future. The information/application form for potential projects has been revised and will be approved before next year's process. This year's projects were selected based on the 2019 THIRA, but as DHSEM develops its new planning processes, project identification and prioritization will be coordinated



HOMELAND SECURITY GRANT PROGRAM

LAW ENFORCEMENT TERRORISM PREVENTION ACTIVITIES (LETPA) REQUIREMENTS

The Department of Homeland Security requires that at least 25 percent of the combined HSGP funds allocated under SHSP and UASI are dedicated toward law enforcement terrorism prevention activities (LETPAs) linked to one or more core capabilities within the National Preparedness Goal (NPG). The LETPA allocation can be from SHSP, UASI, or both. Therefore, each SHSP subrecipient and the Denver UASI must meet this requirement.

Activities outlined in the National Prevention Framework are eligible for use as LETPA-focused funds. Also, where capabilities are shared with the protection mission area, the National Protection Framework activities are also eligible. Other terrorism prevention activities proposed for funding under LETPA must be approved by the FEMA.

Activities eligible for the use of LETPA focused funds include but are not limited to:

- Maturation and enhancement of designated state and major high-risk urban area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and training/ hiring of intelligence analysts;
- Coordination between fusion centers and other analytical and investigative efforts including, but not limited to JTTFs, Field Intelligence Groups (FIGs), HDTAs, RISS Centers, criminal intelligence units, and real-time crime analysis centers;
- Implementation and maintenance of the nationwide SAR Initiative, including training for frontline personnel on identifying and reporting suspicious activities;
- Implementation of the “If You See Something, Say Something®” campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners, including nonprofit organizations.

Note: DHS requires that all public and private sector partners wanting to implement and/or expand the DHS “If You See Something, Say Something®” campaign using grant funds work directly with the DHS Office of Partnership and Engagement (OPE) to ensure all public awareness materials (e.g., videos, posters, tri-folds, etc.) are consistent with the DHS’s messaging and strategy for the campaign and compliant with the initiative’s trademark, which is licensed to DHS by the New York Metropolitan Transportation Authority. Coordination with OPE, through the Campaign’s Office (seesay@hq.dhs.gov), must be facilitated by the FEMA HQ Program Analyst;

- Increase physical security, through law enforcement personnel and other protective measures, by implementing preventive and protective measures at critical infrastructure site or at-risk nonprofit organizations; and
- Building and sustaining preventive radiological and nuclear detection capabilities, including those developed through the Securing the Cities initiative.



COLORADO

Division of Homeland Security & Emergency Management

Department of Public Safety

FFATA/FSRS Data Report for Subrecipients of Federal Funds

The FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) requires the Division of Homeland Security and Emergency Management (DHSEM) to collect the following information for each sub-award of \$30,000.00 or more . This information is required by the Office of Management and Budget (OMB) and must be submitted by DHSEM into the SUB-AWARD REPORTING SYSTEM (FSRS).			
Grant Program	State Homeland Security Program (SHSP)	Grant Year	2021
Award Number	21SHS22WR		
Subrecipient Legal Name	San Miguel County		
Subrecipient Address	333 W Colorado Ave., PO Box 1170		
Subrecipient City	Telluride	County	San Miguel
Subrecipient State	Colorado	Subrecipient Zip Code	81435-1170
Subrecipient DUNS + 4	000001485-6074	Parent Organization DUNS # if applicable	Same
Primary Location of Performance of the Award (no post office box, this must be the actual physical location where the work is being performed. If you have more than one project, pick one major project to report on)			
Address	684 CR 63L		
City	Telluride	County	San Miguel
State	Colorado	Zip Code	81435-1170
Congressional District (can be found at www.house.gov)			CO-03
System for Award Management (SAM)			
Is Subrecipient Registered at System for Award Management (SAM)? (register at www.sam.gov)		X	YES
Compensation for Top Five Executives			
80% or more of the subrecipient prior year annual gross revenues are from Federal awards?		YES	X
\$25 million or more of the subrecipient annual gross revenues are from federal funds?		YES	X
The public does NOT have access to information about the compensation of the senior executives in the subrecipient's organization filed under the Securities Exchange Commission (SEC) and IRS requirements?		YES	X
*If Subrecipient answered "YES" to all three questions above, provide the 5 highest paid executives and their compensation amounts, otherwise enter "Not Required" in the "1. Official Name" cell below			
1. Official Name	Not Required	Compensation Amount	
2. Official Name		Compensation Amount	
3. Official Name		Compensation Amount	
4. Official Name		Compensation Amount	
5. Official Name		Compensation Amount	
Signature			
By signing below, I certify that the information contained in this FFATA data report is complete and accurate to the best of my knowledge.			

Print Name: Ramona Rummel

Signature: _____

Date: _____

Title: Finance Director

Agency's Authorized Representative (usually the Grant Administrator, Program Manager, or Coordinator)



COLORADO

Division of Homeland Security & Emergency Management

Department of Public Safety

Homeland Security Grant Program

Budget Summary

Region/Agency: West

Applicant Agency: San Miguel County

Grant Program: State Homeland Security Program (SHSP)

	Project Title		Planning	Equipment	Training	Exercise	Project Total
	M & A wksht 1		<i>M & A Worksheet 1 totals below</i>				\$ 7,242.00
Cybersecurity	Cybersecurity	> Select <	\$ -	\$ -	\$ -	\$ -	\$ -
Combat Domestic Violent Extremism	Combating Domestic Violent Extremism	> Select <	\$ -	\$ -	\$ -	\$ -	\$ -
Soft Targets / Crowded Places	Soft Targets / Crowded Places	ACTIVE	\$ -	\$ 125,000.00	\$ -	\$ -	\$ 125,000.00
Emergent Threats	Emergent Threats	ACTIVE	\$ -	\$ 35,000.00	\$ -	\$ -	\$ 35,000.00
Intelligence & Information Sharing	Intelligence & Information Sharing	> Select <	\$ -	\$ -	\$ -	\$ -	\$ -
Worksheet 6	Planning Project	ACTIVE	\$ 25,500.00	\$ -	\$ -	\$ 10,000.00	\$ 35,500.00
Worksheet 7		0 > Select <	\$ -	\$ -	\$ -	\$ -	\$ -
Worksheet 8		0 > Select <	\$ -	\$ -	\$ -	\$ -	\$ -
Worksheet 9		0 > Select <	\$ -	\$ -	\$ -	\$ -	\$ -
Worksheet 10		0 ACTIVE	\$ -	\$ -	\$ -	\$ -	\$ -
Worksheet 11		0 > Select <	\$ -	\$ -	\$ -	\$ -	\$ -
Worksheet 12		0 Reserve	\$ -	\$ -	\$ -	\$ -	
Worksheet 13		0 Reserve	\$ -	\$ -	\$ -	\$ -	
Worksheet 14		0 Reserve	\$ -	\$ -	\$ -	\$ -	
TOTALS			\$ 25,500.00	\$ 160,000.00	\$ -	\$ 10,000.00	
							Total Projects \$ 195,500.00
							Maximum Allowable M&A is 5% of Projects & M&A \$10,137.00
							Total M&A \$ 7,242.00
							Total Application Requested Amount: \$ 202,742.00



COLORADO

Division of Homeland Security
& Emergency Management

Department of Public Safety

Budget Details by Project

Worksheet 1 - M & A Budget							
West							
San Miguel County							
21SHS22WR							
Fiscal Agent Zip Code		Location:		Maximum Allowable M & A:		<u>10,137.00</u>	
81423							
Line Item Reference #		Line Description	LETPA	Personnel Activity	Quantity	Unit Cost	Total
Solution Area: Management & Administration							
1	M & A	Personnel Salaries for Financial and Project Administration	No	Yes	1	3,500.00	\$ 3,500.00
2	M & A	Personnel Benefits for Financial and Project Admin	No	Yes	1	750.00	\$ 750.00
3	M & A	Recurring Operating Costs, Supplies, Equip for Grant Admin	No	No	1	2,000.00	\$ 2,000.00
4	M & A	Travel Expenses related to Grant Administration	No	No	1	992.00	\$ 992.00
5	M & A						\$ -
6	M & A						\$ -
7	M & A						\$ -
8	M & A						\$ -
9	M & A						\$ -
10	M & A						\$ -
Subtotal:							\$ 7,242.00



West

San Miguel County

21SHS22WR

Worksheet (Project) Title:

Cybersecurity

Priority Area: Cybersecurity

Does this project support a fusion center?

> Select <

Are the Assets/Activities of this project deployable?

> Select <

Does this project support a NIMS Typed Resource?

> Select <

Are the Assets / Activities of this project shareable?

> Select <

Investment Justification:

I>>>> SELECT <<<<

Project Zip Code Location

Primary Capability:

I>> SELECT <<

Does this investment focus on building new or sustaining existing capabilities?

>> SELECT <<

Budget Summary

Planning	\$	-
Equipment	\$	-
Training	\$	-
Exercise	\$	-
Total	\$	-

(1250 Character Max) Describe proposed project and activities. Below must include the following:

1. Information about building or sustaining NIMS Typed Resources (i.e. Team, Training, or Equipment) if applicable;
2. How Capability gap(s) were identified, and how the project addresses these Capability gaps;
3. How will the proposed project reduce capability gap(s)?

Description:

Backup satellite communication hubs

How Capability gap(s) were identified, and how the project addresses these Capability gaps?

During the 2020 WR Board Planning Workshop, the cybersecurity discussion focused on the operational issues that have been brought up when fiber optic lines have been cut. These events have lead to a loss of all communications in multiple 911 Dispatch Centers and the loss of Internet service to entire communities. The

How will the proposed project reduce capability gap(s)?

Explain the long-term approach to sustaining capabilities developed by this project: (1250 Character Max)

Provide an explanation of regional impact of this project: (1250 Character Max)

Active or Reserve:

> Select <

Do any project lines listed below support previously awarded HSGP projects from the prior three (3) grant award years?

> Select <

Which years?

Planning		Receiving Entity	Line Description	Personnel			Quantity	Unit Cost	Total Cost
	1			> Select <					-
	2			> Select <					-
Equipment		Receiving Entity	Line Description	LETPA	EHP	AEL#	Quantity	Unit Cost	Total Cost
	1			> Select <	> Select <				-
	2			> Select <	> Select <				-
Training		Receiving Entity	Line Description	LETPA	Course #		Quantity	Unit Cost	Total Cost
	1			> Select <					-
	2			> Select <					-
Exercise		Receiving Entity	Line Description	LETPA		Quantity	Unit Cost	Total Cost	
	1			> Select <				-	
	2			> Select <				-	



West

San Miguel County

21SHS22WR

Worksheet (Project) Title:

Combating Domestic Violent Extremism

Priority Area: Combating Domestic Violent Extremism

Does this project support a fusion center?

> Select <

Are the Assets/Activities of this project deployable?

> Select <

Does this project support a NIMS Typed Resource?

> Select <

Are the Assets / Activities of this project shareable?

> Select <

Investment Justification:

>>>> SELECT <<<<

Project Zip Code Location

Primary Capability:

>> SELECT <<

Does this investment focus on building new or sustaining existing capabilities?

>> SELECT <<

Budget Summary

Planning	\$	-
Equipment	\$	-
Training	\$	-
Exercise	\$	-
Total	\$	-

(1250 Character Max) Describe proposed project and activities. Below must include the following:

1. Information about building or sustaining NIMS Typed Resources (i.e. Team, Training, or Equipment) if applicable;
2. How Capability gap(s) were identified, and how the project addresses these Capability gaps;
3. How will the proposed project reduce capability gap(s)?

Description:

How Capability gap(s) were identified, and how the project addresses these Capability gaps?

How will the proposed project reduce capability gap(s)?

Explain the long-term approach to sustaining capabilities developed by this project: (1250 Character Max)

Provide an explanation of regional impact of this project: (1250 Character Max)

Active or Reserve:

> Select <

Do any project lines listed below support previously awarded HSGP projects from the prior three (3) grant award years?

> Select <

Which years?

Planning		Receiving Entity	Line Description	Personnel			Quantity	Unit Cost	Total Cost
	1			> Select <					-
	2			> Select <					-
Equipment		Receiving Entity	Line Description	LETPA	EHP	AEL#	Quantity	Unit Cost	Total Cost
	1			> Select <	> Select <				-
	2			> Select <	> Select <				-
Training		Receiving Entity	Line Description	LETPA	Course #		Quantity	Unit Cost	Total Cost
	1			> Select <					-
	2			> Select <					-
Exercise		Receiving Entity	Line Description	LETPA			Quantity	Unit Cost	Total Cost
	1			> Select <					-
	2			> Select <					-



West

San Miguel County

21SHS22WR

Worksheet (Project) Title:

Soft Targets / Crowded Places

Priority Area: Soft Targets / Crowded Places

Does this project support a fusion center?

No

Are the Assets/Activities of this project deployable?

Yes

Does this project support a NIMS Typed Resource?

No

Are the Assets / Activities of this project shareable?

No

Investment Justification:

Community Preparedness & Emergency Public Information and Warning

Project Zip Code Location

81230

Primary Capability:

Operational Communications

Does this investment focus on building new or sustaining existing capabilities?

New (Building)

Budget Summary

Planning	\$	-
Equipment	\$	125,000.00
Training	\$	-
Exercise	\$	-
Total	\$	125,000.00

(1250 Character Max) Describe proposed project and activities. Below must include the following:

1. Information about building or sustaining NIMS Typed Resources (i.e. Team, Training, or Equipment) if applicable;
2. How Capability gap(s) were identified, and how the project addresses these Capability gaps;
3. How will the proposed project reduce capability gap(s)?

Description:

This project will provide satellite-based communication equipment that will extend communication capacity into areas without cell, landline, or radio coverage, as well as providing a phone and Internet backup to fiber optic lines that service 911 dispatch centers. Equipment will include installed systems in the 4 dispatch centers, two trailer-mounted units which can be deployed at the top of mountain passes or in canyons, as well as truck-mounted units for Emergency Managers and During the 2020 planning workshop, a discussion centered around recent problems in several counties caused by the cutting of fiber optic cables near Gunnison. During these events, all communications and Internet service was disrupted to 911 dispatch centers and communities in at least two counties. Additional capability gaps were identified through the THIRA process in 2019. It was noted that many areas within the region do not have adequate cell service, and that communicating emergency status and evacuation orders is extremely difficult without additional satellite-based repeaters. This project would provide phone, radio, and Internet service as a backup to fiber optic cables which cannot be physically protected for a reasonable cost.

How Capability gap(s) were identified, and how the project addresses these Capability gaps?

How will the proposed project reduce capability gap(s)?

This project would provide phone, radio, and Internet service as a backup to fiber optic cables which cannot be physically protected for a reasonable cost. It will also provide for radio and cell service during emergencies in places where service is not otherwise available.

Explain the long-term approach to sustaining capabilities developed by this project: (1250 Character Max)

Equipment purchased with this will be maintained to the extent financially possible as long as it is useful. The purpose of purchasing mobile units is to maximize the usefulness in multiple places so that less equipment needs to be purchased in the future.

Provide an explanation of regional impact of this project: (1250 Character Max)

This project is completely regional in nature and will provide capacity in all areas of the West Region. The four 911 dispatch centers serve communities in multiple counties, and the impact of a cut line is felt in many areas. The trailer-mounted repeaters will be available to all six counties, and can be placed on passes that sit on county lines. By providing two truck-mounted units per Sheriff's office, counties will be able to assist each other and have additional units to cover more areas where needed.

Active or Reserve:

ACTIVE

Do any project lines listed below support previously awarded HSGP projects from the prior three (3) grant award years?

No

Which years?

Planning	Receiving Entity	Line Description	Personnel	Quantity	Unit Cost	Total Cost
1			> Select <			-
2			> Select <			-

Equipment	Receiving Entity	Line Description	LETPA	EHP	AEL#	Quantity	Unit Cost	Total Cost
1	Regional Dispatch Centers	911 Dispatch Satellite Backup Console	No	Yes	06CC-03-SATB	4	8,250.00	33,000.00
2	Regional Ems	Trailer-Based Mobile Repeater and related equipment	No	No	06CC-03-SATP	2	10,000.00	20,000.00
3	Regional Sheriffs / Ems	Vehicle-Mounted Mobile Satellite Receiver Units	Yes	No	06CC-03-SATM	12	6,000.00	72,000.00

Training	Receiving Entity	Line Description	LETPA	Course #	Quantity	Unit Cost	Total Cost
1			> Select <				-
2			> Select <				-

Exercise	Receiving Entity	Line Description	LETPA	Quantity	Unit Cost	Total Cost
1			> Select <			-
2			> Select <			-

West		San Miguel County		21SHS22WR																																									
Worksheet (Project) Title:		Emergent Threats																																											
Priority Area: Emergent Threats		Does this project support a fusion center?		No	Are the Assets/Activities of this project deployable?																																								
				Yes	Yes																																								
		Does this project support a NIMS Typed Resource?		Are the Assets / Activities of this project shareable?																																									
				No																																									
Investment Justification:		Intelligence and Information Sharing		Project Zip Code Location																																									
				81401																																									
Primary Capability:		Situational Assessment		Does this investment focus on building new or sustaining existing capabilities?																																									
				New (Building)																																									
Budget Summary <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Planning</td> <td style="width: 10%;">\$</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Equipment</td> <td>\$</td> <td></td> <td>35,000.00</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Training</td> <td>\$</td> <td></td> <td>-</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Exercise</td> <td>\$</td> <td></td> <td>-</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td>\$</td> <td></td> <td>35,000.00</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>						Planning	\$							Equipment	\$		35,000.00					Training	\$		-					Exercise	\$		-					Total	\$		35,000.00				
Planning	\$																																												
Equipment	\$		35,000.00																																										
Training	\$		-																																										
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; padding: 5px;">Description:</td> <td style="padding: 5px;">This project will contribute to an Unmanned Aerial System Team (NIMS ID: 2-508-1246) by purchasing a new UAS (DJI Matrice 300 or similar) for the Montrose County Sheriff's Office to expand its current UAS program with additional capabilities. In addition to the standard capability to transfer information in real time, this system will include a payload capacity to allow for delivery of communication equipment and/or life sustaining supplies to those stranded in remote areas. Additionally, it The West Region counties are home to thousands of acres of remote, mountainous, and forested lands, much of which is difficult to access, and is cut off from all communication. These areas encompass a National Park, National Forests, BLM Dams, Recreation Areas, Ski Areas, and small cities. These areas often attract tourists in large crowds, but can offer isolation for drug operations and cultivation of domestic violent extremists. The region has also seen an increase in private use of drones for unauthorized purposes. Recent planning efforts have identified the need for a UAS program that can accomplish the following: -locate people hiking and/or camping without communication services in remote areas during an impending emergency. -in the case of a natural disaster during peak tourist season, this UAS will allow for identification of people in remote areas who are unaware that they are in danger and the potential to drop supplies to those stranded by the disaster. In the case of an active shooter targeting festival attendees fleeing an explosion, this UAS will allow for a faster and more accurate assessment of the situation and the potential to follow perpetrators, especially if they flee into remote areas. In the case of a mass evacuation, this UAS will allow for EM staff to track evacuees along evacuation routes, allowing for more protection by communities about to receive neighbors seeking refuge.</td> </tr> <tr> <td style="padding: 5px;">How Capability gap(s) were identified, and how the project addresses these Capability gaps?</td> <td></td> </tr> <tr> <td style="padding: 5px;">How will the proposed project reduce capability gap(s)?</td> <td></td> </tr> </table>						Description:	This project will contribute to an Unmanned Aerial System Team (NIMS ID: 2-508-1246) by purchasing a new UAS (DJI Matrice 300 or similar) for the Montrose County Sheriff's Office to expand its current UAS program with additional capabilities. In addition to the standard capability to transfer information in real time, this system will include a payload capacity to allow for delivery of communication equipment and/or life sustaining supplies to those stranded in remote areas. Additionally, it The West Region counties are home to thousands of acres of remote, mountainous, and forested lands, much of which is difficult to access, and is cut off from all communication. These areas encompass a National Park, National Forests, BLM Dams, Recreation Areas, Ski Areas, and small cities. These areas often attract tourists in large crowds, but can offer isolation for drug operations and cultivation of domestic violent extremists. The region has also seen an increase in private use of drones for unauthorized purposes. Recent planning efforts have identified the need for a UAS program that can accomplish the following: -locate people hiking and/or camping without communication services in remote areas during an impending emergency. -in the case of a natural disaster during peak tourist season, this UAS will allow for identification of people in remote areas who are unaware that they are in danger and the potential to drop supplies to those stranded by the disaster. In the case of an active shooter targeting festival attendees fleeing an explosion, this UAS will allow for a faster and more accurate assessment of the situation and the potential to follow perpetrators, especially if they flee into remote areas. In the case of a mass evacuation, this UAS will allow for EM staff to track evacuees along evacuation routes, allowing for more protection by communities about to receive neighbors seeking refuge.	How Capability gap(s) were identified, and how the project addresses these Capability gaps?		How will the proposed project reduce capability gap(s)?																																			
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How will the proposed project reduce capability gap(s)?																																													
<p>Explain the long-term approach to sustaining capabilities developed by this project: (1250 Character Max)</p> <p>The Montrose County Sheriff's Office fully intends to maintain the equipment and continue to train and certify its operators. Additionally, Montrose and Pueblo Counties plan to work together to build capacity and train other counties in the policies and procedures necessary to operate these assets if more are obtained.</p>																																													
<p>Provide an explanation of regional impact of this project: (1250 Character Max)</p> <p>Montrose County is willing and able to fly drone missions for surrounding counties, but this UAS project will allow for expansion of this capability, as well as allowing for Montrose County to provide additional services with the additional features included. Montrose County will continue to use this technological capacity to work with the FBI, DEA, Secret Service, CBI, BLM, Forest Service, NPS, and other State and Local agencies. Additionally, Montrose County plans to work with the other counties in the region (in cooperation with Pueblo County) to help them develop the plans, policies and procedures necessary to operate a UAS program with Federal funds.</p>																																													
<p>Active or Reserve: ACTIVE</p> <p>Do any project lines listed below support previously awarded HSGP projects from the prior three (3) grant award years? No</p> <p style="text-align: right;">Which years? N/A</p>																																													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">Planning</th> <th style="width: 15%;">Receiving Entity</th> <th style="width: 45%;">Line Description</th> <th style="width: 15%;">Personnel</th> <th style="width: 15%;">Quantity</th> </tr> <tr> <td></td> <td>1</td> <td></td> <td>> Select <</td> <td></td> </tr> <tr> <td></td> <td>2</td> <td></td> <td>> Select <</td> <td></td> </tr> </table>						Planning	Receiving Entity	Line Description	Personnel	Quantity		1		> Select <			2		> Select <																										
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Equipment	Receiving Entity	Line Description	LETPA	EHP	AEL#	Quantity																																							
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	2		> Select <	> Select <																																									
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">Exercise</th> <th style="width: 15%;">Receiving Entity</th> <th style="width: 45%;">Line Description</th> <th style="width: 15%;">LETPA</th> <th style="width: 15%;">Quantity</th> </tr> <tr> <td></td> <td>1</td> <td></td> <td>> Select <</td> <td></td> </tr> <tr> <td></td> <td>2</td> <td></td> <td>> Select <</td> <td></td> </tr> </table>						Exercise	Receiving Entity	Line Description	LETPA	Quantity		1		> Select <			2		> Select <																										
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	1		> Select <																																										
	2		> Select <																																										



West

San Miguel County

21SHS22WR

Worksheet (Project) Title:

Intelligence & Information Sharing

Priority Area: Intelligence & Information Sharing

Does this project support a fusion center?

> Select <

Are the Assets/Activities of this project deployable?

> Select <

Does this project support a NIMS Typed Resource?

> Select <

Are the Assets / Activities of this project shareable?

> Select <

Investment Justification:

>>>> SELECT <<<<

Project Zip Code Location

Primary Capability:

>> SELECT <<

Does this investment focus on building new

or sustaining existing capabilities?

>> SELECT <<

Budget Summary

Planning	\$	-
Equipment	\$	-
Training	\$	-
Exercise	\$	-
Total	\$	-

(1250 Character Max) Describe proposed project and activities. Below must include the following:

1. Information about building or sustaining NIMS Typed Resources (i.e. Team, Training, or Equipment) if applicable;
2. How Capability gap(s) were identified, and how the project addresses these Capability gaps;
3. How will the proposed project reduce capability gap(s)?

Description:

How Capability gap(s) were identified, and how the project addresses these Capability gaps?

How will the proposed project reduce capability gap(s)?

Explain the long-term approach to sustaining capabilities developed by this project: (1250 Character Max)

Provide an explanation of regional impact of this project: (1250 Character Max)

Active or Reserve:

> Select <

Do any project lines listed below support previously awarded HSGP projects from the prior three (3) grant award years?

> Select <

Which years?

Planning		Receiving Entity	Line Description	Personnel			Quantity	Unit Cost	Total Cost
	1			> Select <					-
	2			> Select <					-
Equipment		Receiving Entity	Line Description	LETPA	EHP	AEL#	Quantity	Unit Cost	Total Cost
	1			> Select <	> Select <				-
	2			> Select <	> Select <				-
Training		Receiving Entity	Line Description	LETPA	Course #		Quantity	Unit Cost	Total Cost
	1			> Select <					-
	2			> Select <					-
Exercise		Receiving Entity	Line Description	LETPA			Quantity	Unit Cost	Total Cost
	1			> Select <					-
	2			> Select <					-



Homeland Security Grant Program 2021 Application

West		San Miguel County		21SHS22WR				
Worksheet (Project) Title:		Planning Project						
Priority Area:	Enduring Needs	Does this project support a fusion center?		No	Are the Assets/Activities of this project deployable?	No		
		Does this project support a NIMS Typed Resource?		No	Are the Assets / Activities of this project shareable?	No		
ENDURING NEEDS - Primary Capability:		Planning		Project Zip Code Location		81435		
OTHER - Primary Capability:		>> SELECT <<		Does this investment focus on building new or sustaining existing capabilities?		New (Building)		
		*Auto-populated field						
Budget Summary								
Planning	\$	25,500.00						
Equipment	\$	-						
Training	\$	-						
Exercise	\$	10,000.00						
Total	\$	35,500.00						
(1250 Character Max) Describe proposed project and activities. Below <u>must</u> include the following:								
1. Information about building or sustaining NIMS Typed Resources (i.e. Team, Training, or Equipment) If applicable;								
2. How Capability gap(s) were identified, and how the project addresses these Capability gaps;								
3. How will the proposed project reduce capability gap(s)?								
Description:		All threats and hazards create a need for regional planning activities in order to prevent, protect against, respond to, mitigate the effects of, and recover from incidents affecting the citizens of the West Region. The planning activities have resulted in the identification of threats and capability gaps, and part of this project is to conduct exercises to begin addressing gaps and planning for threats such as terrorist attacks on large gatherings and mass casualty incidents requiring evacuation of						
How Capability gap(s) were identified, and how the project addresses these Capability gaps?		Planning allows for the assessment of capabilities and the creation of projects to address the gaps identified in those assessments. One scenario from the last THIRA included the need to evacuate Ouray during the 4th of July period, which could require locating people recreating in remote portions of the forest and mountains. The evacuation exercises planned will address the need for notification plans, as well as the need to track where evacuees are going, since the only ways to leave Ouray involve going to other counties.						
How will the proposed project reduce capability gap(s)?		The assessments conducted will inform plans to address identified gaps and increase capabilities. The exercises planned will allow for evaluation of these plans, measurement of progress toward gap reduction, and identification of future training needs.						
Explain the long-term approach to sustaining capabilities developed by this project: (1250 Character Max)								
The planning activities funded by this grant will continue as long as the funding is available. Beyond the funded activities, the regional planning activities foster regional cooperation and build partnerships which will continue to function and have benefits for the West Region citizens, long into the future.								
Provide an explanation of regional impact of this project: (1250 Character Max)								
Regional planning activities allow for assessment of capabilities, identification of gaps, and creation of projects which will address gaps and build capabilities across the region. The exercise planned for Ouray will involve at least four other West Region counties, and provide a way to assess the ability to provide mutual aid, especially while providing shelter for those seeking refuge in Telluride, Montrose, Gunnison, or Silverton. It will also provide an opportunity for the Drone Team from Montrose to test its ability to assist with locating stranded hikers.								
Active or Reserve:	ACTIVE	Do any project lines listed below support previously awarded HSGP projects from the prior three (3) grant award years?		Yes				
		Which years?		2020, 2019, 2018				
Planning	Receiving Entity	Line Description	Personnel	Quantity	Unit Cost	Total Cost		
	1 West Region	Salary for Part-Time Homeland Security Grant Coordinator (approx. 1 year)	Yes	1	14,400.00	14,400.00		
	2 West Region	Benefits for Part-Time Homeland Security Grant Coordinator (approx. 1 year)	Yes	1	1,100.00	1,100.00		
	3 West Region	Travel for Coordinator and Board (including annual planning workshop lodging)	No	1	8,500.00	8,500.00		
	4 West Region	Supplies and Equipment for Planning Activities	No	1	1,500.00	1,500.00		
	5	>> Select <<				-		
Equipment	Receiving Entity	Line Description	LETPA	EHP	AEL#	Quantity	Unit Cost	Total Cost
	1		> Select <	> Select <				-
	2		> Select <	> Select <				-
Training	Receiving Entity	Line Description	LETPA	Course #	Quantity	Unit Cost	Total Cost	
	1		> Select <				-	
	2		> Select <				-	
Exercise	Receiving Entity	Line Description	LETPA	Quantity	Unit Cost	Total Cost		
	1 Ouray County	Table Top Exercise (Evacuation due to convergence of multiple disasters)	No	1	5,000.00	5,000.00		
	2 Ouray County	Full Scale Evacuation Exercise	No	1	4,500.00	4,500.00		
	3 Montrose	Backfill & Overtime for Drone Operators to cover exercise	Yes	1	500.00	500.00		



West		San Miguel County		21SHS22WR				
Worksheet (Project) Title:								
Priority Area:	>> SELECT <<	Does this project support a fusion center?	> Select <	Are the Assets/Activities of this project deployable?	> Select <			
		Does this project support a NIMS Typed Resource?	> Select <	Are the Assets / Activities of this project shareable?	> Select <			
ENDURING NEEDS - Primary Capability:	>> SELECT <<	*Auto-populated field		Project Zip Code Location				
OTHER - Primary Capability:	>> SELECT <<	*Auto-populated field		Does this investment focus on building new or sustaining existing capabilities?	>> SELECT <<			
Budget Summary								
Planning	\$	-						
Equipment	\$	-						
Training	\$	-						
Exercise	\$	-						
Total	\$	-						
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Homeland Security Grant Program 2021 Application

Worksheet11

West		San Miguel County		21SHS22WR				
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AGENDA ITEM - 4.b.

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 James Jaeschke and Pete Jaeschke, Lot 5B, Lawson Hill Subdivision/PUD.

Presented by:

Time needed:

PREPARED BY:

Land Title

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

Jaeschke Deed Restriction

Upload Date

4/14/2021

**AMENDED AND RESTATED
DEED RESTRICTION AND COVENANT
Lot 5B, Lawson Hill Subdivision/PUD**

THIS AMENDED AND RESTATED DEED RESTRICTION AND COVENANT ("Covenant") is entered into as of this 25 day of March, 2021 ("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. **James Jaeschke and Pete Jaeschke**, (individually or collectively, "**Subject Property Owner**"), whose current mailing address is as follows: **P.O. Box 3139, 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 **Lot 5B**, Lawson 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 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.

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



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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: _____
Lance Waring, Chair

Date: _____

ATTEST: _____
Carman Warfield, Chief Deputy Clerk

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

Acknowledged, subscribed and sworn to before me this ____ day of _____, 2021, by
Lance Waring, as Chair of the Board of Commissioners of San Miguel County, Colorado, and by Carman
Warfield, 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: _____
Lance Waring, Chair

Date: _____

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

Acknowledged, subscribed and sworn to before me this ____ day of _____, 2021, by
Lance Waring, as Chair of the San Miguel County Housing Authority.

Witness my hand and official seal.

Notary Public

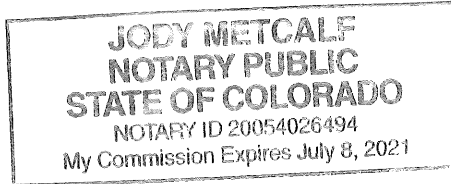
Date Commission Expires

SUBJECT PROPERTY OWNER

By: [Signature]
James Jaeschke

Date: 3/25/2021

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



Acknowledged, subscribed, and sworn to before me this 25 day of March, 2021, by **James Jaeschke**.

Witness my hand and official seal.

[Signature]
Notary Public

07/08/2021
Date Commission Expires

SUBJECT PROPERTY OWNER

By: [Signature]
Pete Jaeschke

Date: 3/25/21

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

Acknowledged, subscribed, and sworn to before me this 25 day of March, 2021, by **Pete Jaeschke**.

Witness my hand and official seal.

[Signature]
Notary Public

07/08/2021
Date Commission Expires

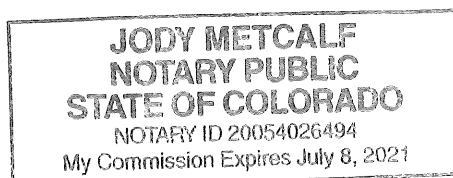


Exhibit "A"
(Lawson Hill Subdivision/PUD Governing Documents)

General Declaration(s) for Lawson Hill Subdivision/PUD: Lot 320-C

- (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: Lot 320-C

- (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.c.

TITLE:

Approval of Chair's signature as the Board of Commissioners acting as the San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with John Maxwell Henry, Rio Vistas, Phase I, Unit 102 R, Lot 0, Lawson Hill Subdivision.

Presented by:

Time needed:

PREPARED BY:

Land Title

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

John Maxwell Henry

Upload Date

4/14/2021

**AMENDED AND RESTATED
DEED RESTRICTION AND COVENANT
Rio Vistas 102R Multi-Family Housing**

THIS AMENDED AND RESTATED DEED RESTRICTION AND COVENANT ("Covenant") is entered into as of this 19 day of April, 2021 ("**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. **John Maxwell Henry**, (individually or collectively, "**Subject Property Owner**"), whose current mailing address is as follows: **P.O. Box 1044**, 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/or rental of Deed Restricted Property as much as possible.

B. The Subject Property Owner is the current, fee simple owner of **Unit 102R, Lot O**, Lawson 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 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.

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

Rio Vistas, Phase I, on Hill

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; (3) the

Owner of Multi Family Units standard or (4) 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. 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 San Miguel County. 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.

2.1.4. 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 or the Multi-Family Unit Owner 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 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.

5.2.3. 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 rents the Subject Property to a Qualified Occupant, subject to a minimum 12-month lease, who meets the Continuing Residence Standard in 5.2.1 above and meets the Continuing Employment Standard in 5.2.2 above; and

(b) The Subject Property Owner is in full compliance with all other deed-restriction covenants in San Miguel County.

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.

(a) Subject Property Owner. 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.

(b) **Qualified Tenant and Qualified Occupant.** No Qualified Tenant or Qualified Occupant 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.

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 six months 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. The Owner of the Affordable Housing Multi-family Unit is responsible for Limiting occupancy only to Qualified Tenants and Occupants.

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; and (2) is a member of the Qualified Owner's

Immediate Family; OR is a member of the Qualified Occupant's Immediate Family; or (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 the Occupant, the Subject Property Owner and the Qualified Tenant who is named on the Lease for the Subject Property.

Section 7. Ownership of Other Multi-family Units Allowed.

7.1 Any person, group, organization, agency or other entity may own one or more Affordable Housing "Multi-family Units" defined below, Section 12.28.

Section 8. Ownership of Other Residential Property Prohibited.

8.1. Prohibition for 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.

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

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

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

8.3. 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 Insert exception or reword in the case of Qualified Owners of multi family

8.4. 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.

8.5. 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.

8.6. 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 9. Exceptions.

9.1. 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.

9.2. 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.

9.3. 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:

9.3.1. 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.

9.3.2. 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.

9.3.3. 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 10. Violations and Remedies.

10.1. 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.

10.2. 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.

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

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

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

10.4. 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.

10.4.1. 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.

10.4.2. 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.

10.4.3. 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.

10.5. 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 10.1 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.

10.6. 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.

10.7. 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 11. Documentation and Notices.

11.1. 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.

11.1.1. 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.

11.1.2. 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.

11.2. 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</p>

	820 Black Bear Road P.O. Box 840 Telluride, CO 81435 Phone: 970-728-3034 Fax: 970-728-5371 Email: smrha@telluridecolorado.net
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11.3. 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 12. 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:

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

12.2. 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.

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

12.4. 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.

12.5. 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.

12.6. 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.

12.7. 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.

12.8. 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.

12.9. 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.

12.10. 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.

12.11. 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.

12.12. 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.

12.13. 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.

12.14. 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.

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

12.16. 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.

12.17. 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.

12.18. 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.

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

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

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

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

12.23. 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.

12.24. 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.

12.25. 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.

12.26. 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."

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

12.28. 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).

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

12.30. 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.

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

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

12.33. 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.

12.34. 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.

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

12.36. 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.

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

12.38. 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.

12.39. 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.

12.40. 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.

12.41. 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.

12.42. 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.

12.43. 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.

12.44. 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.

12.45. 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.

12.46. 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.

12.47. 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.

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

12.49. 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.

12.50. 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.

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

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

12.53. 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"**.

12.54. 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.

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

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

Section 13. General Provisions.

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

13.2. 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.

13.3. 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.

13.4. 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.

13.5. 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.

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

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

13.8. 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.

13.9. 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.

13.10. 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.

13.11. 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.

13.12. 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.

13.13. 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.

13.14. 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: _____
Lance Waring, Chair

Date: _____

ATTEST: _____
Carmen Warfield, Chief Deputy Clerk

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

Acknowledged, subscribed and sworn to before me this ____ day of _____, 2021, by Lance Waring, as Chair of the Board of Commissioners of San Miguel County, Colorado, and by Carmen Warfield, 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: _____
Lance Waring, Chair

Date: _____

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

Acknowledged, subscribed and sworn to before me this ____ day of _____, 2021, by Lance Waring, as Chair of the San Miguel County Housing Authority.

Witness my hand and official seal.

Notary Public

Date Commission Expires

SUBJECT PROPERTY OWNER

By: _____

John Maxwell Henry

Date: _____

April 9th 2021

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

Acknowledged, subscribed and sworn to before me this 9th day of April, 2021, by **John Maxwell Henry**.

Witness my hand and official seal.

Notary Public

Date Commission Expires

2/19/2025

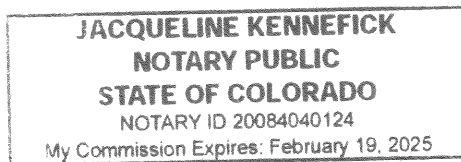


Exhibit "A"
(Lawson Hill Subdivision/PUD Governing Documents)

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 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.d.

TITLE:

Approval of the Chair's Signature on a License Agreement between San Miguel County and Rural Homes, LLC

Presented by:

Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

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

ATTACHMENTS:

Description

License Agreement

Upload Date

4/26/2021

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “Agreement”) is made and entered into as of April 28, 2021 (“Effective Date”), by and between the San Miguel County, Colorado, (“Licensor”), and Rural Homes, LLC, a Colorado limited liability company (“Licensee”).

This Agreement is made and entered into in contemplation of the following facts and circumstances:

A. Licensor holds title to certain real property located in the Town of Norwood, Colorado which is described on the Exhibit A attached hereto and incorporated herein by this reference (the “Property”).

B. Licensor and the Telluride Foundation (the “Foundation”) entered into that certain Memorandum of Understanding dated on or about July 14, 2020 (the “MOU”). As more fully described therein, the MOU sets forth the manner in which Licensor and the Foundation desire to work together to create and build new affordable housing units in the Town of Norwood (the “Housing Initiative”). The Property has been identified as a potential parcel of land upon which such affordable housing units may be built. The Foundation, through a wholly-owned subsidiary, has formed Licensee to serve as the entity to carry-out the Housing Initiative by acquiring the Property and hiring professionals to design and construct the housing units thereon.

C. Licensor and Licensee desire to enter into a formal acquisition agreement (the “Acquisition Agreement”) in order to more fully define the terms and conditions upon which (1) the Housing Initiative will be implemented and (2) the Property will be conveyed from Licensor to Licensee. While the Acquisition Agreement is being drafted and negotiated between the parties, Licensee desires to begin some of its due diligence investigations which will require access to the Property by Licensee and/or its agents and contractors. Licensor is agreeable to granting a license to Licensee for such access to the Property, all upon the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. Grant of License. Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee, its officers, agents and contractors (collectively, the “Authorized Parties”) a temporary non-exclusive license (the “License”) during the Term (defined below) to enter onto and inspect the Property and conduct any surveys, environmental assessments, engineering and soils tests and other reasonable tests and inspections as Licensee may deem appropriate (“Testing and Inspections”). The Testing and Inspections shall be at Buyer’s sole expense.

2. Term. Subject to the provisions of this Agreement, the term of this Agreement (the “Term”) shall commence on the Effective Date hereof and shall terminate upon the earlier of: (a) the date on which an Acquisition Agreement is fully executed by the parties; or (b) Two

hundred (200) days after either party delivers written notice to the other party of its election to terminate this Agreement.

3. No Liens. Licensee shall timely pay all persons and entities employed, retained or engaged by Licensee in connection with the Testing and Inspections, and Licensee shall not cause any portion of the Property to be encumbered with any mechanics' liens.

4. Indemnity. Licensee shall indemnify and hold Licensor harmless from and against any and all loss, cost, expense (including, without limitation, reasonable attorneys' fees), damages, claims, liabilities, mechanic's liens and/or causes of action suffered or incurred by Licensor arising from the use of the Property by any Authorized Parties, except to the extent the same arise out of (a) any act or omission of Licensor or any of Licensor's employees, agents or contractors; or (b) any adverse condition or defect on or affecting the Property not caused by any of the Authorized Parties but discovered or impacted during their inspections including, without limitation, the pre-existing presence or discovery of any hazardous material or substance. The provisions of this Section shall survive the expiration or termination of this Agreement.

5. Insurance. Prior to entry onto the Property by any of the Authorized Parties, and continuing throughout the Term of this Agreement, Licensee shall obtain and maintain or shall require all contractors who work on the Property pursuant to the License to maintain commercial general liability insurance, insuring against any bodily injury and/or property damage, in the amount of \$1,000,000.00 per occurrence, that may occur in any way related to the acts or omission of any Authorized Parties under this Agreement. Licensor shall be named as an additional insured on all such liability insurance policies. Licensee shall provide Licensor with a certificate of such insurance coverage before Licensee or any other Authorized Parties enter onto the Property.

6. No Recordation. Neither this Agreement nor any memorandum or notice hereof shall be recorded in any public records.

7. Notices. Any notice required to be given hereunder shall be given in writing and either (i) sent by United States registered or certified mail, with postage prepaid, return receipt requested, (ii) sent by Federal Express or another nationally recognized overnight courier, (iii) sent by email or as an attachment to an email, provided that a copy thereof is deposited with the United States Postal Service ("USPS") with postage thereon sufficient for first class mail within 24 hours after such email is sent, or (iv) hand delivered. All notices shall be deemed to have been given 48 hours following deposit with the USPS as registered or certified mail (whether claimed or not), or upon the next business day if sent by overnight courier service, or upon delivery after delivery by email (with a hard copy also mailed as set forth above), or upon delivery if hand delivered. All notices shall be addressed to the following addresses or such other addresses as may hereafter be substituted by notice thereof delivered in writing to all other parties.

If to Licensor:

Mike Bordogna, County Manager
San Miguel County
P.O. Box 1170
333 West Colorado Avenue

If to Licensee:

Paul Major
Rural Homes, LLC
PO Box 4222
220 E. Colorado Ave., Ste. 106

Telluride, CO 81435

Email: mikeb@sanmiguelcountyco.gov

Telluride, CO 81435

Email: paul@telluridefoundation.org

8. No Third-Party Beneficiaries. This Agreement is not intended nor shall it be construed to create any third-party beneficiary rights in any person who is not expressly referenced herein as a party benefited or burdened hereby.

9. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters set forth herein. No change or modification to this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

10. Severability. If any one or more of the provisions herein, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein, and any other application thereof, shall not in any way be affected or impaired thereby and shall be enforced to the greatest extent permitted by law.

11. Not to be Construed Against Drafter. This Agreement shall not be construed more strictly against one party than the other merely by virtue of the fact that it may have been initially drafted by one of the parties or their counsel.

12. Counterparts; Copies of Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Copies of signatures transmitted by facsimile machines or by email shall be legal and binding for all purposes.

13. Governing Law. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Colorado.

[signatures on following page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

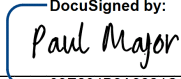
LICENSOR:

San Miguel County, Colorado

By: _____
Lance Waring, BOCC Chair

LICENSEE:

Rural Homes, LLC

By:  _____
09E204B3A3824CC...

**EXHIBIT A
TO LICENSE AGREEMENT**

Legal Description of Property

**Parcel ID 429527200011
Owner: San Miguel County
Zoning Authority: Town of Norwood**




Certificate Of Completion

Envelope Id: 6E6B69E34BF24C3E87E35006A7B1814B	Status: Sent
Subject: Please DocuSign: License Agreement - San Migual County Norwood Property.pdf	
Source Envelope:	
Document Pages: 5	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Nancy Hrupcin
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Mailing Address: PO Box 1170
	Physical Address: 333 W Colorado Ave, 3rd Floor
	Telluride, CO 81435-1170
	nancyh@sanmiguelcountyco.gov
	IP Address: 205.220.219.98

Record Tracking

Status: Original	Holder: Nancy Hrupcin	Location: DocuSign
4/26/2021 2:45:32 PM	nancyh@sanmiguelcountyco.gov	

Signer Events

Signature	Timestamp
<p>DocuSigned by:</p>  <p>09E204B3A3824CC...</p>	<p>Sent: 4/26/2021 2:49:47 PM</p> <p>Viewed: 4/26/2021 3:41:54 PM</p> <p>Signed: 4/26/2021 3:42:01 PM</p>
<p>Paul Major</p> <p>Paul@telluridefoundation.org</p> <p>President & CEO</p> <p>Telluride Foundtaion/TVA</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>Signature Adoption: Pre-selected Style</p> <p>Using IP Address: 206.123.208.100</p>

Electronic Record and Signature Disclosure:

Accepted: 4/26/2021 3:41:54 PM
ID: 652c368a-f429-4382-989f-5dcf620ca623

Lance Waring	Sent: 4/26/2021 3:42:02 PM
lancew@sanmiguelcountyco.gov	
San Miguel County Commissioner, Chair	
San Miguel County	
Security Level: Email, Account Authentication (None)	

Electronic Record and Signature Disclosure:

Accepted: 4/23/2021 4:06:04 PM
ID: 55ed6552-f4e2-4c66-acbe-a335fc78f5d2

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Amy Markwell
amym@sanmiguelcountyco.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 4/21/2021 3:55:41 PM
ID: 45623767-bba6-4ce2-9ddf-dc33da893d78

Carbon Copy Events	Status	Timestamp
Carmen Warfield carmenw@sanmiguelcountyco.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Nancy Hrupcin nancyh@sanmiguelcountyco.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/26/2021 2:49:47 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of San Miguel (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of San Miguel:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: carmenw@sanmiguelcountyco.gov

To advise County of San Miguel of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at carmenw@sanmiguelcountyco.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of San Miguel

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to carmenw@sanmiguelcountyco.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of San Miguel

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to carmenw@sanmiguelcountyco.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of San Miguel as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of San Miguel during the course of your relationship with County of San Miguel.



AGENDA ITEM - 5.a.

TITLE:

9:35 am Update with the Lodging Tax Panel.

Presented by: Keith Hampton, Chair of the Lodging Tax Panel

Time needed: 10 mins

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

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



AGENDA ITEM - 5.b.

TITLE:

9:45 am Update on the Norwood Transfer Station

Presented by: Carmen Warfield, Chief Deputy Clerk; Chris Trosper, Bruin Waste Mang.

Time needed: 25 mins

PREPARED BY:

Carmen Warfield

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

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

ATTACHMENTS:

Description

PowerPoint Presentation

Upload Date

4/16/2021

Norwood Transfer Station

Update April 28, 2021

Solid Waste District Comparison of Cost – Includes all Spring Clean up and Others

Expenses	2017	2018
Professional Services	\$23,023	\$24,534
Recycling- Mang.of Colorado	\$7,318	\$3,201
Norwood Transfer Station – Removal of Waste, recycling	\$67,068	\$66,605
Contracts	\$1,038	\$1,079
Telephone	\$723	\$583
Advertising	\$0	\$0
Operating Supplies	\$9	\$0
Electricity	\$656	\$396
Treasurer Fees	1,344	1,324
TOTAL	\$101,179	\$92,722

Expenses	2019	2020
Professional Services	\$21,924	\$20,098
Recycling	\$8,193	\$3,069
Norwood Transfer Station, Waste, recycling	\$52,048	\$49,328
Contracts	\$1,311	\$870
Telephone	\$681	\$675
Advertising	\$10	\$0
Operating Supplies	\$310	\$0
Electricity	\$431	\$445
Treasurer Fees	\$2,721	\$2,834
TOTAL	\$87,630	\$77,309

Comparison of Tons of Recyclables

- Timelines
- Column A- July 1, 2017 – June 30, 2018
- Column B- January 1, 2020 – December 31, 2020

Recyclables	Column A	Column B
Mixed Paper Products	14.7 tons	14.7 tons
Cardboard	102 tons	84 tons
Co-mingled (cans, glass, plastics)	61.2 tons	54 tons
Metal	2.4 tons	24.75 tons

Goals for the future:

What does
the future
look like?

2021

- Complete upgrade of Electrical Power.
- Purchase a Cardboard baler – funded by two different grants – waiting on outcome
- Research and plan for a green waste facility locally

2022

- Create and have up and running one green waste drop off facility available to local businesses and municipalities.



AGENDA ITEM - 5.c.

TITLE:

10:10 am Consideration of approving the San Miguel County Behavioral Health Solutions Community Partnership Agreement with the Uncompaghe Medical Center to provide \$5,000 for behavioral health services./MOTION

Presented by: Hilary Cooper, Commissioner

Time needed: 25 mins

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

Hilary Cooper has met with Carol and possible the Behavioral Health Solutions Panel. She will provide an update on the outcome of specific questions she had concerning tracking and others.

FISCAL IMPACT:

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

ATTACHMENTS:

Description

Agreement

6 Month Report UMC

Upload Date

4/1/2021

4/27/2021

SAN MIGUEL COUNTY BEHAVIORAL HEALTH SOLUTIONS COMMUNITY PARTNERSHIP AGREEMENT

This Agreement is made and entered into this _____ day of March, 2021, by and between the Board of County Commissioners of San Miguel County, Colorado, hereinafter referred to as “County”, and the Uncompahgre Medical Center, a non-profit organization, school district, or other governmental entity or agency, hereinafter referred to as “Grantee.”

WHEREAS, Grantee has requested that the County authorize and appropriate funds in the County’s 2021 Mental Health Fund budget for the use of Grantee for activities that are of benefit to the public of the County; and

WHEREAS, County has determined that a contribution to Grantee of funds for the purposes requested is in the public interest, represents a worthwhile expenditure of public funds, and will benefit the citizens or residents of the County; and

WHEREAS, the County desires to formalize with Grantee the terms and conditions upon which such funding is being budgeted, authorized and appropriated;

NOW, THEREFORE, in consideration for the funding authorized and appropriated by the County to the Grantee, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. The funding of \$5,000.00 for behavioral health services, provided to Grantee by the County may, or may not, be in the amount requested by Grantee.
2. If for any reason Grantee is unable to conduct the event, program, study, project, or activity for which the funds were requested, the funds shall be returned and shall not be invoiced to the County, and the Grantee will notify the County in writing that the purpose for which the funds were requested will not be completed as proposed or described in the funding request.
3. Any and all funds granted by the County to Grantee will be used for the purpose of ensuring care to all San Miguel County residents, and for no other purpose.
4. Grantee will recognize San Miguel County as a financial contributor, sponsor, or partner on our website, social media, and on any specifically created materials related to the provided funding.
5. Grantee will collaborate with San Miguel County about any creation of appropriate press releases, photo opportunities, or news articles related to the provided County funding with discretion on final language.
6. Grantee will provide the San Miguel Behavioral Health Solutions Panel with reports beginning 6 months after funding is approved. The report shall be submitted to the San Miguel Behavioral Health Solutions Panel. Such report shall contain sufficient detail to allow the County to verify that provided funding was used in accordance with the Grantee’s funding request and with the terms of this agreement. Grantee hereby acknowledges that failure to provide a written report on a timely basis may be cause for denial of future funding requests.
7. Notwithstanding the funds provided by County to Grantee, the County has no other responsibility to Grantee for completion of any project, event, study, or activity, and will neither bear liability nor responsibility for any injuries, damages, or claims related to such project, event, study project or other activity. Grantee agrees to insure County against any such claims resulting from the actions of Grantee, its agents, employees, officers, or directors by naming San Miguel County as an additional insured.

IN WITNESS WHEREOF, THE PARTIES HERETO AFFIRM THEIR AGREEMENT WITH THEIR SIGNATURES BELOW AND WARRANT THAT THE PERSONS SIGNING THIS AGREEMENT ARE AUTHORIZED TO DO SO.

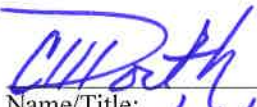
Board of County Commissioners of San Miguel County, Colorado

Board of County Commissioners, Chair
Date:

Attest:

Carmen Warfield, Deputy Clerk to the Board
Date:

Uncompahgre Medical Center



Name/Title: Charles Porth CEO
Date: 3/25/21

San Miguel Behavioral Health Solutions
Pilot Behavioral Health Direct Access Assistance Fund
6 Month Grant Report

Dear Grant Recipient,

We hope that your experience as a member of the Behavioral Health Direct Access Assistance Fund has been positive. We are excited to learn from your experiences to inform our work moving forward. We appreciate you taking the time to complete this grant report for your work covering the period from May 1, 2020 through October 31, 2020. Please provide this report to us by November 15, 2020.

1. Total dollars received for this grant: **5000.00**
2. Total dollars expended under this grant: **747.31**
3. The number of clients served under this grant: **4**
4. Average amount funded per client under this grant: **187.00**
5. The total number of treatments funded under this grant: **10**
6. What has been the impact of Covid-19 on your organization's caseload and the types of issues your clients face? **I have seen an increase in anxiety however; for the most part our patients have moved forward and have tackled this challenge like many other challenging situations.**
7. Client demographics: Please provide the following information on the demographics of the clients you served with Behavioral Health Direct Access Assistance Fund dollars. The total for each of the following should equal the total number of unique individuals who received direct services stated in response number 3.

Total Number of Clients Served by Age Group:

- Under 18: **0**
- 19-25: **0**
- 26-35: **1**
- 36-45: **2**
- 46-55: **0**
- 56-65: **0**
- Over 65: **0**
- Unknown: **0**

Total Number of Clients Served by Gender Identity:

- Female: **4**
- Male: **0**
- Transgender Female: **0**
- Transgender Male: **0**
- Gender Variant/Non-Conforming: **0**
- Intersex: **0**
- Queer: **0**
- Other: **0**

- Unknown: 0

Total Number of Clients Served by Ethnicity:

- Latinx/Hispanic: 1
- Non-Latinx/Hispanic: 2
- Unknown: 0

Total Number of Clients Served by Race:

- American Indian/Native/First Nation: 0
- Asian: 0
- Black or African American: 0
- White or Caucasian: 4
- More than one race: 0
- Unknown: 0

Total Number of Clients Served by Primary Language:

- English: 4
- Spanish: 0
- Other: 0
- Unknown: 0

Total Number of Clients by Services Provided:

- Individual Therapy: 1
- Family Therapy: 0
- Group Therapy: 0
- Other: 2

Total Number of Clients Served by Services Referred:

- Medically Assisted Treatment: 0
- Transcranial Magnetic Stimulation: 0
- Other: 0

Total Number of Clients Served by Diagnosis:

- Depression: 0
- Anxiety: 0
- Substance Abuse Disorder: 0
- Other: 0
- Multiple diagnoses: 4



AGENDA ITEM - 5.d.

TITLE:

Consideration of approving the San Miguel County Behavioral Health Solutions Community Partnership Agreement with the Center for Mental Health to provide \$10,000 for behavioral health services./MOTION

Presented by:

Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

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

ATTACHMENTS:

Description

Agreement

6 Month Update

Upload Date

4/1/2021

4/27/2021

SAN MIGUEL COUNTY BEHAVIORAL HEALTH SOLUTIONS COMMUNITY PARTNERSHIP AGREEMENT

This Agreement is made and entered into this 15th day of March, 2021, by and between the Board of County Commissioners of San Miguel County, Colorado, hereinafter referred to as “County”, and The Center for Mental Health, a non-profit organization, school district, or other governmental entity or agency, hereinafter referred to as “Grantee.”

WHEREAS, Grantee has requested that the County authorize and appropriate funds in the County’s 2021 Mental Health Fund budget for the use of Grantee for activities that are of benefit to the public of the County; and

WHEREAS, County has determined that a contribution to Grantee of funds for the purposes requested is in the public interest, represents a worthwhile expenditure of public funds, and will benefit the citizens or residents of the County; and

WHEREAS, the County desires to formalize with Grantee the terms and conditions upon which such funding is being budgeted, authorized and appropriated;

NOW, THEREFORE, in consideration for the funding authorized and appropriated by the County to the Grantee, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. The funding of \$10,000.00 for behavioral health services, provided to Grantee by the County may, or may not, be in the amount requested by Grantee.
2. If for any reason Grantee is unable to conduct the event, program, study, project, or activity for which the funds were requested, the funds shall be returned and shall not be invoiced to the County, and the Grantee will notify the County in writing that the purpose for which the funds were requested will not be completed as proposed or described in the funding request.
3. Any and all funds granted by the County to Grantee will be used for the purpose of ensuring care to all San Miguel County residents, San Miguel County workers and for no other purpose.
4. Grantee will recognize San Miguel County as a financial contributor, sponsor, or partner on our website, social media, and on any specifically created materials related to the provided funding.
5. Grantee will collaborate with San Miguel County about any creation of appropriate press releases, photo opportunities, or news articles related to the provided County funding with discretion on final language.
6. Grantee will provide the San Miguel Behavioral Health Solutions Panel with reports beginning 6 months after funding is approved. The report shall be submitted to the San Miguel Behavioral Health Solutions Panel. Such report shall contain sufficient detail to allow the County to verify that provided funding was used in accordance with the Grantee’s funding request and with the terms of this agreement. Grantee hereby acknowledges that failure to provide a written report on a timely basis may be cause for denial of future funding requests.
7. Notwithstanding the funds provided by County to Grantee, the County has no other responsibility to Grantee for completion of any project, event, study, or activity, and will neither bear liability nor responsibility for any injuries, damages, or claims related to such project, event, study project or other activity. Grantee agrees to insure County against any such claims resulting from the actions of Grantee, its agents, employees, officers, or directors by naming San Miguel County as an additional insured.

IN WITNESS WHEREOF, THE PARTIES HERETO AFFIRM THEIR AGREEMENT WITH THEIR SIGNATURES BELOW AND WARRANT THAT THE PERSONS SIGNING THIS AGREEMENT ARE AUTHORIZED TO DO SO.

Board of County Commissioners of San Miguel County, Colorado

Board of County Commissioners, Chair

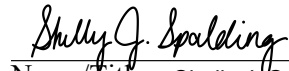
Date:

Attest:

Carmen Warfield, Deputy Clerk to the Board

Date:

The Center for Mental Health



Name/Title: Shelly J. Spalding, CEO

Date: 3/15/2021

San Miguel Behavioral Health Solutions
Pilot Behavioral Health Direct Access Assistance Fund
6 Month Grant Report from
The Center for Mental Health

Dear Grant Recipient,

We hope that your experience as a member of the Behavioral Health Direct Access Assistance Fund has been positive. We are excited to learn from your experiences to inform our work moving forward. We appreciate you taking the time to complete this grant report for your work covering the period from May 1, 2020 through October 31, 2020. Please provide this report to us by November 15, 2020.

1. Total dollars received for this grant: \$10,000
2. Total dollars expended under this grant: \$10,000
3. The number of clients served under this grant: 215
4. Average amount funded per client under this grant: \$46.51
5. The total number of treatments funded under this grant: 1,797
6. What has been the impact of Covid-19 on your organization's caseload and the types of issues your clients face? For our entire service area, we had 537 fewer clients in 2020 compared to 2019. We also had fewer billable services. For "Diagnosis 1" in 2019, the top diagnoses were (in order): Encounter for observation; Major depressive disorder, recurrent, moderate; Generalized anxiety disorder; PTSD, unspecified; Alcohol dependence, uncomplicated; Bipolar II disorder; PTSD, chronic; Other stimulant dependence, uncomplicated. For "Diagnosis 1" in 2020, the top diagnoses were (in order): Encounter for observation; Major depressive disorder, recurrent, moderate; PTSD, unspecified; Generalized anxiety disorder; Bipolar II disorder; PTSD, chronic; Adjustment disorder with mixed anxiety and depressed mood; Alcohol dependence, uncomplicated.

Client demographics: Please provide the following information on the demographics of the clients you served with Behavioral Health Direct Access Assistance Fund dollars. The total for each of the following should equal the total number of unique individuals who received direct services stated in response number 3.

Total Number of Clients Served by Age Group:

- Under 18: 22
- 18-25: 22
- 26-35: 51
- 36-45: 49
- 46-55: 26
- 56-65: 26
- Over 65: 19
- Unknown:

Total Number of Clients Served by Gender Identity:

- Female: 102
- Male: 113
- Transgender Female: we don't track any others
- Transgender Male:
- Gender Variant/Non-Conforming:
- Intersex:
- Queer:
- Other:
- Unknown:

Total Number of Clients Served by Ethnicity:

- Latinx/Hispanic: 16
- Non-Latinx/Hispanic: 176
- Unknown: 23

Total Number of Clients Served by Race:

- American Indian/Native/First Nation: 3
- Asian: 1
- Black or African American: 2
- White or Caucasian: 189
- More than one race: don't track
- Unknown: 20

Total Number of Clients Served by Primary Language:

- English: 196
- Spanish: 4
- Other: 2 (one was French)
- Unknown: 13

Total Number of Clients by Services Provided:

- Individual Therapy: 77
- Family Therapy: 5
- Group Therapy: 21
- Other: 572 (since many clients used more than one service)

Total Number of Clients Served by Services Referred: we don't track these

- Medically Assisted Treatment:
- Transcranial Magnetic Stimulation:
- Other:

Total Number of Clients Served by Diagnosis:

- Depression: 54
- Anxiety: 17
- Substance Abuse Disorder: 30

- Other: 96 (includes 8 alcohol “in remission”)
- Multiple diagnoses: 23 (some included anxiety)

Note: this total is 220. This could be because a person’s diagnosis changed during the grant time period or a person had one service with diagnosis A and another service with diagnosis B.

Thanks for your support!



AGENDA ITEM - 5.e.

TITLE:

Consideration of approving the San Miguel County Behavioral Solutions Community Partnership Agreement with the Norwood School District to provide \$648.00 for behavioral health services./MOTION

Presented by:

Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

Attached agreement.

FISCAL IMPACT:

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

ATTACHMENTS:

Description

Norwood School Community Partnership agreement

Upload Date

4/14/2021

**SAN MIGUEL COUNTY BEHAVIORAL HEALTH SOLUTIONS
COMMUNITY PARTNERSHIP AGREEMENT: EAP**

This agreement is made and entered into this 6TH day of APRIL, 2021 by and between the Board of County Commissioners of San Miguel County, Colorado, hereinafter referred to as "County", and the Norwood School District a non-profit organization, school district, or other governmental entity or agency, hereinafter referred to as "Grantee."

WHEREAS, Grantee has requested that the County authorize and appropriate funds in the County's 2021 Mental Health Fund budget for the use of Grantee for activities that are of benefit to the public of the County; and

WHEREAS, County has determined that a contribution to Grantee of funds for the purposes requested is in the public interest, represents a worthwhile expenditure of public funds, and will benefit the citizens or residents of the County; and

WHEREAS, the County desires to formalize with Grantee the terms and conditions upon which such funding is being budgeted, authorized and appropriated;

NOW, THEREFORE, in consideration for the funding authorized and appropriated by the County to the Grantee, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. The funding of \$648.00 for behavioral health services, provided to Grantee by the County may, or may not, be in the amount requested by Grantee.
2. If for any reason Grantee is unable to conduct the event, program, study, project, or activity for which the funds were requested, the funds shall be returned and shall not be invoiced to the County, and the Grantee will notify the County in writing that the purpose for which the funds were requested will not be completed as proposed or described in the funding request.
3. Any and all funds granted by the County to Grantee will be used for the purpose proposed, and for no other purpose.
4. Grantee will recognize San Miguel County as a financial contributor, sponsor, or partner in all forms of media throughout 2021, including, but not limited to being recognized as a sponsor of all events, services, fundraisers, galas, ribbon cuttings, for the duration of 2021 and shall be provided specific recognition commensurate with County funding.
5. Grantee will cooperate with San Miguel County personnel for the creation of appropriate press releases, photo opportunities, or news articles related to the provision of county funding.
6. Grantee will provide the San Miguel Behavioral Health Solutions Panel with an interim reports 6 months after funding is approved and a final report within 30 days of the end of the grant. The report shall be submitted to the San Miguel Behavioral Health Solutions Panel. Such report shall contain sufficient detail to allow the County to verify that provided funding was used in accordance with the Grantee's funding request and with the terms of this agreement. Grantee hereby acknowledges that failure to provide a written report on a timely basis may be cause for denial of future funding requests.
7. Notwithstanding the funds provided by County to Grantee, the County has no other responsibility to Grantee for completion of any project, event, study, or activity, and will neither bear liability nor responsibility for any injuries, damages, or claims related to such project, event, study project or other activity. Grantee agrees to ensure County against any such claims resulting from the

actions of Grantee, its agents, employees, officers, or directors by naming San Miguel County as an additional insured.

IN WITNESS WHEREOF, THE PARTIES HERETO AFFIRM THEIR AGREEMENT WITH THEIR SIGNATURES BELOW AND WARRANT THAT THE PERSONS SIGNING THIS AGREEMENT ARE AUTHORIZED TO DO SO.

Board of County Commissioners of San Miguel County, Colorado

Lance Waring, Chair

Date:


Attest:

Carmen Warfield, Deputy Clerk to the Board

Date:

ORGANIZATION

NORWOOD SCHOOL DISTRICT



Name/Title: KEN LAWRENCE - SUPERINTENDENT

Date: 4/6/21



AGENDA ITEM - 5.f.

TITLE:

Consideration of approving the San Miguel County Behavioral Health Solutions Community Partnership Agreement with the Telluride R-1 School District to provide \$2,232 for behavioral Health Services./MOTION

Presented by:

Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

See attached agreement.

FISCAL IMPACT:

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

ATTACHMENTS:

Description
Agreement with Telluride School District Behavioral Services

Upload Date
4/14/2021

**SAN MIGUEL COUNTY BEHAVIORAL HEALTH SOLUTIONS
COMMUNITY PARTNERSHIP AGREEMENT: EAP**

This agreement is made and entered into this ____ day of _____, 2021 by and between the Board of County Commissioners of San Miguel County, Colorado, hereinafter referred to as “County”, and the Telluride R-1 School District, a non-profit organization, school district, or other governmental entity or agency, hereinafter referred to as “Grantee.”

WHEREAS, Grantee has requested that the County authorize and appropriate funds in the County’s 2021 Mental Health Fund budget for the use of Grantee for activities that are of benefit to the public of the County; and

WHEREAS, County has determined that a contribution to Grantee of funds for the purposes requested is in the public interest, represents a worthwhile expenditure of public funds, and will benefit the citizens or residents of the County; and

WHEREAS, the County desires to formalize with Grantee the terms and conditions upon which such funding is being budgeted, authorized and appropriated;

NOW, THEREFORE, in consideration for the funding authorized and appropriated by the County to the Grantee, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. The funding of \$2,232.00 for behavioral health services, provided to Grantee by the County may, or may not, be in the amount requested by Grantee.
2. If for any reason Grantee is unable to conduct the event, program, study, project, or activity for which the funds were requested, the funds shall be returned and shall not be invoiced to the County, and the Grantee will notify the County in writing that the purpose for which the funds were requested will not be completed as proposed or described in the funding request.
3. Any and all funds granted by the County to Grantee will be used for the purpose proposed, and for no other purpose.
4. Grantee will recognize San Miguel County as a financial contributor, sponsor, or partner in all forms of media throughout 2021, including, but not limited to being recognized as a sponsor of all events, services, fundraisers, galas, ribbon cuttings, for the duration of 2021 and shall be provided specific recognition commensurate with County funding.
5. Grantee will cooperate with San Miguel County personnel for the creation of appropriate press releases, photo opportunities, or news articles related to the provision of county funding.
6. Grantee will provide the San Miguel Behavioral Health Solutions Panel with an interim reports 6 months after funding is approved and a final report within 30 days of the end of the grant. The report shall be submitted to the San Miguel Behavioral Health Solutions Panel. Such report shall contain sufficient detail to allow the County to verify that provided funding was used in accordance with the Grantee’s funding request and with the terms of this agreement. Grantee hereby acknowledges that failure to provide a written report on a timely basis may be cause for denial of future funding requests.
7. Notwithstanding the funds provided by County to Grantee, the County has no other responsibility to Grantee for completion of any project, event, study, or activity, and will neither bear liability nor responsibility for any injuries, damages, or claims related to such project, event, study project or other activity. Grantee agrees to ensure County against any such claims resulting from the

actions of Grantee, its agents, employees, officers, or directors by naming San Miguel County as an additional insured.

IN WITNESS WHEREOF, THE PARTIES HERETO AFFIRM THEIR AGREEMENT WITH THEIR SIGNATURES BELOW AND WARRANT THAT THE PERSONS SIGNING THIS AGREEMENT ARE AUTHORIZED TO DO SO.

Board of County Commissioners of San Miguel County, Colorado

Lance Waring, Chair

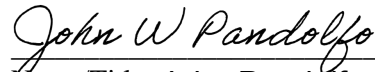
Date:

Attest:

Carmen Warfield, Deputy Clerk to the Board

Date:

ORGANIZATION



Name/Title: John Pandolfo, Superintendent - Telluride School District

Date: 4/2/2021



AGENDA ITEM - 5.g.

TITLE:

Consideration of approving the San Miguel County Behavioral Health Solutions Community Partnership Agreement with the Telluride Medical Center to provide \$20,000 for behavioral health services./MOTION

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
Agreement Telluride Regional Medical Center
6 month report

Upload Date
4/16/2021
4/27/2021

**SAN MIGUEL COUNTY BEHAVIORAL HEALTH SOLUTIONS
COMMUNITY PARTNERSHIP AGREEMENT**

This Agreement is made and entered into this 16th day of ~~March~~^{April}, 2021, by and between the Board of County Commissioners of San Miguel County, Colorado, hereinafter referred to as "County", and the Telluride Regional Medical Center, a non-profit organization, school district, or other governmental entity or agency, hereinafter referred to as "Grantee."

WHEREAS, Grantee has requested that the County authorize and appropriate funds in the County's 2021 Mental Health Fund budget for the use of Grantee for activities that are of benefit to the public of the County; and

WHEREAS, County has determined that a contribution to Grantee of funds for the purposes requested is in the public interest, represents a worthwhile expenditure of public funds, and will benefit the citizens or residents of the County; and

WHEREAS, the County desires to formalize with Grantee the terms and conditions upon which such funding is being budgeted, authorized and appropriated;

NOW, THEREFORE, in consideration for the funding authorized and appropriated by the County to the Grantee, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. The funding of ~~XXXXXXXX~~^{20,000}.00 for behavioral health services, provided to Grantee by the County may, or may not, be in the amount requested by Grantee.
2. If for any reason Grantee is unable to conduct the event, program, study, project, or activity for which the funds were requested, the funds shall be returned and shall not be invoiced to the County, and the Grantee will notify the County in writing that the purpose for which the funds were requested will not be completed as proposed or described in the funding request.
3. Any and all funds granted by the County to Grantee will be used for the purpose of ensuring care to all San Miguel County residents, and for no other purpose.
4. Grantee will recognize San Miguel County as a financial contributor, sponsor, or partner on our website, social media, and on any specifically created materials related to the provided funding.
5. Grantee will collaborate with San Miguel County about any creation of appropriate press releases, photo opportunities, or news articles related to the provided County funding with discretion on final language.
6. Grantee will provide the San Miguel Behavioral Health Solutions Panel with reports beginning 6 months after funding is approved. The report shall be submitted to the San Miguel Behavioral Health Solutions Panel. Such report shall contain sufficient detail to allow the County to verify that provided funding was used in accordance with the Grantee's funding request and with the terms of this agreement. Grantee hereby acknowledges that failure to provide a written report on a timely basis may be cause for denial of future funding requests.
7. Notwithstanding the funds provided by County to Grantee, the County has no other responsibility to Grantee for completion of any project, event, study, or activity, and will neither bear liability nor responsibility for any injuries, damages, or claims related to such project, event, study project or other activity. Grantee agrees to insure County against any such claims resulting from the actions of Grantee, its agents, employees, officers, or directors by naming San Miguel County as an additional insured.

**IN WITNESS WHEREOF, THE PARTIES HERETO AFFIRM THEIR AGREEMENT WITH
THEIR SIGNATURES BELOW AND WARRANT THAT THE PERSONS SIGNING THIS
AGREEMENT ARE AUTHORIZED TO DO SO.**

Board of County Commissioners of San Miguel County, Colorado

Board of County Commissioners, Chair
Date:

Attest:

Carmen Warfield, Deputy Clerk to the Board
Date:

Telluride Regional Medical Center

Name/Title:

Date:

GRANTS DIRECTOR

4/14/2021

San Miguel Behavioral Health Solutions
Pilot Behavioral Health Direct Access Assistance Fund
6 Month Grant Report

Submitted by: Telluride Regional Medical Center

Submission date: 12/16/2020

For data collected through 11/15/2020 from providers Lindsay Wright and Rae Shaffner

1. Total dollars received for this grant: 10000
2. Total dollars expended under this grant: 8800
3. The number of clients served under this grant: 8
4. Average amount funded per client under this grant: 1100
5. The total number of treatments funded under this grant: 44
1. What has been the impact of Covid-19 on your organization's caseload and the types of issues your clients face? #1 There has been more demand for services, especially from people who have lost health insurance or who are worried about losing their jobs. I have seen a lot of old clients returning for check ins or because they are feeling overwhelmed due to current circumstances. Diagnostically, there has been an increase in clients seen for substance abuse (including eating disorders) and for trauma, which I believe has been triggered in many people due to the perceived lack of control over external circumstances and the lack of stability from COVID, the current political situation, and fears regarding climate issues. I have also experienced an increase in stress from parents who are now trying to juggle jobs, child care, and school demands.
#2 More and more people have been reaching out for mental health support in response to COVID-19. Many people who have previously experienced mental health disorders have been experiencing a worsening of existing symptoms (primarily anxiety, depression, PTSD) and many people have been experiencing symptoms related to anxiety & depression for the first time. Substance use/abuse also seems to have increased, and it seems like more people are choosing to seek help to address it. There have been many people expressing dissatisfaction in their close relationships (i.e. marriages, parent-child, roommates, etc.). My individual caseload hasn't increased (it can't really, because my role is mostly to do warm hand-off appointments, but I have at times had to put people on waitlists to be seen if they do not want to be referred to another provider). At several points in the pandemic I have seen more patients than would typically be expected to be seen at the same time of year.
2. Client demographics: Please provide the following information on the demographics of the clients you served with Behavioral Health Direct Access Assistance Fund dollars. The total for each of the following should equal the total number of unique individuals who received direct services stated in response number 3.

Total Number of Clients Served by Age Group:

- Under 18: 1

- 19-25:
- 26-35: 1
- 36-45: 1
- 46-55:
- 56-65:
- Over 65:
- Unknown: 5

Total Number of Clients Served by Gender Identity:

- Female: 5
- Male: 3
- Transgender Female:
- Transgender Male:
- Gender Variant/Non-Conforming:
- Intersex:
- Queer:
- Other:
- Unknown:

Total Number of Clients Served by Ethnicity:

- Latinx/Hispanic: 1
- Non-Latinx/Hispanic: 7
- Unknown:

Total Number of Clients Served by Race:

- American Indian/Native/First Nation:
- Asian:
- Black or African American:
- White or Caucasian: 8
- More than one race:
- Unknown:

Total Number of Clients Served by Primary Language:

- English: 7
- Spanish: 1
- Other:
- Unknown:

Total Number of Clients by Services Provided:

- Individual Therapy: 8
- Family Therapy:
- Group Therapy:
- Other:

Total Number of Clients Served by Services Referred:

- Medically Assisted Treatment: 1
- Transcranial Magnetic Stimulation:
- Other: 4

Total Number of Clients Served by Diagnosis:

- Depression: 1
- Anxiety: 1
- Substance Abuse Disorder:
- Other: 1
- Multiple diagnoses: 5 (combinations of depression, anxiety, trauma, substance abuse disorder)



AGENDA ITEM - 6.a.

TITLE:

Consideration of the Chair's signature on a Memorandum of Understanding with the USDA Forest Service - Rocky Mountain Region concerning the Matterhorn Mill site Historic preservation, removal action and joint mine waste repository./MOTION

Presented by: Janet Kask, County Parks and Open Space Director

Time needed: 10 mins

PREPARED BY:

RECOMMENDED ACTION/MOTION:

To be approved as presented.

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

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

ATTACHMENTS:

Description

Matterhorn Mill MOU

Upload Date

4/12/2021

MEMORANDUM OF UNDERSTANDING
Between
SAN MIGUEL COUNTY, COLORADO
And The
USDA FOREST SERVICE
ROCKY MOUNTAIN REGION
Concerning
THE MATTERHORN MILL SITE
HISTORIC PRESERVATION, REMOVAL ACTION
and
JOINT MINE WASTE REPOSITORY

I. BACKGROUND

- A. The purpose of this Memorandum of Understanding ("MOU") is to provide a framework for the United States Department of Agriculture Forest Service ("USFS") and San Miguel County ("County") to coordinate response actions at the Matterhorn Mill Site in San Miguel County, Colorado ("Site"). The USFS recognizes that, to expeditiously implement the necessary response actions at the Site, the agency should collaborate with the County on the design, construction, and post removal site control at a "Joint Mine Waste Repository" or "Repository") that will be located on the Matterhorn Mill Site. Hereinafter, the USFS and the County are collectively referred to as the "Parties".

This MOU also provides a process for resolving disputes among the Parties that may arise during such response actions. This MOU is not intended to address coordination regarding natural resource damage issues.

This MOU also identifies the general requirements for the USFS to comply with the National Historic Preservation Act for any proposed stabilization work, tailings clean-up, and subsequent real property transfer of the historic property.

- B. Pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C §§ 9601 – 9675 ("CERCLA"), the President has authority to respond to releases of pollutants, contaminants, and hazardous substances to protect the public health or welfare or the environment.
- C. Pursuant to Executive Order 12580, as amended by Executive Order 13016, the President delegated authority to conduct various activities under CERCLA, including investigations and response activities (42 U.S.C. § 9604), abatement actions (42 U.S.C. § 9606), cost recovery (42 U.S.C. § 9607) and entering into agreements with potentially responsible parties ("PRPs") for the PRPs to perform work (42 U.S.C. § 9622), to several executive departments and agencies, including the EPA and the United States Department of Agriculture ("USDA").

- D. The Environmental Protection Agency delegated CERCLA authority to the USDA Forest Service for the Site so that mine waste on San Miguel County Property could be included in the removal action planned by the Forest Service. The delegation letter was received and signed by USDA on September 30, 2020.
- E. The Secretary of Agriculture has re-delegated the authorities under Executive Order 12580 to the USFS with respect to land and facilities under Forest Service jurisdiction, custody or control (hereinafter referred to as National Forest System or USFS lands) 7 C.F.R. § 2.60(a) (39). The Secretary of Agriculture redelegated his CERCLA Section 106 order authority under Executive Order 13016 with respect to USFS land and resources to the Chief of the USFS and the Director of the USDA Office of Procurement and Property Management, to be exercised with the concurrence of the General Counsel 7 C.F.R. § 2.93(a)(17)(xiv).
- F. The USFS administers National Forest System lands on behalf of the public. The USFS is, with certain limitations, delegated the President's CERCLA authority where a release of a hazardous substance is on or the sole source of the release is from a facility under the jurisdiction, custody or control of the USFS. Executive Order 12580, §§ 2(e)(1), and 4(b)(1). Executive Order 13016 amended Executive Order 12580 to authorize the Secretary of Agriculture's use of CERCLA Section 106, 42 U.S.C. § 9606, to address releases or threats of releases affecting lands and natural resources under the USFS's custody, jurisdiction or control, subject to the concurrence of EPA's Administrator. Executive Order 13016, § 2.
- G. The Matterhorn Mill Site is a mixed-ownership mill site located partially on land owned by San Miguel County and partially on National Forest System lands within the established boundaries of GMUG National Forest. The Site encompasses approximately 1.8 acres. Major features on USFS managed-land include: the 146 feet long, 46 ft wide, 96 feet tall Matterhorn Mill building and a 1.02-acre tailing pile northwest and adjacent to the building. Major features on San Miguel County owned-land include a 0.33-acre settling pond filled with tailings west and downgradient of the USFS tailing pile; a 200 ft x 30 ft. x 8 ft. contaminated soil berm downgradient of the settling pond; and, a small bermed pond, measuring 35 ft. in diameter and 20 feet deep, located northwest of the settling pond. A map of the Site is attached to and incorporated into this MOU as Attachment A.
- H. The USFS will issue an Action Memorandum that sets forth the response activities that will be undertaken to address contamination at the Site. The removal action will address threats to human health and the environment posed by high concentrations of metals, principally antimony, arsenic, cadmium, copper and lead contained in mill waste, tailings and contaminated soil at the Site.

The highest arsenic (1,880 mg/kg), cadmium (175 mg/kg), copper (10,400 mg/kg) and lead (111,000 mg/kg) concentrations at the Site were measured in the ore concentrates inside the Matterhorn Mill building. The predominantly unvegetated tailings, soil and pond sediments, containing elevated concentrations of arsenic, antimony and lead, pose

the greatest threat of contaminated materials potentially migrating from the Site.

The USFS will remove the mill waste and tailings located in the settling pond and contaminated soil comprising the settling pond and consolidate them with existing tailings located at a Joint Mine Waste Repository, to be constructed on the federal property.

San Miguel County will grant access to the Site through the county owned gravel pit north of the Mill Site. Heavy equipment will access the Site and cover materials will be imported utilizing the new access route through the county owned pit. Mill tailings will be removed from the county owned property and placed in the Repository on federally managed land within the Site. The County is pursuing acquisition of the Mill building and up to approximately 20 acres of USFS property to include the property that underlies the Mill building and Repository.

- I. All response actions covered by this MOU shall be in accordance with the National Contingency Plan ("NCP"), including coordination with the County, regarding any planned removal actions, in particular with regard to any future post-removal site control activities.
- J. The Matterhorn Mill (5SM6717) is officially listed on the National Register of Historic Places as of February 24, 2010 and is therefore considered an "historic property" under the 1966 National Historic Preservation Act (NHPA). Historic properties are any prehistoric or historic districts, sites, buildings, structures, or objects that are eligible for or already listed in the National Register of Historic Places. Also included are any artifacts, records, and remains (surface or subsurface) that are related to and located within historic properties.

Any proposed stabilization, tailings clean-up, or subsequent real property transfer outside of federal ownership will be subject to National Historic Preservation Act Section 106 compliance and consultation between the USFS and Colorado State Historic Preservation Office (SHPO). A finding of "no historic properties adversely affected" will be the desired outcome.

II. COORDINATION AND COOPERATION

- A. The Parties have designated the following persons to be involved in the day-to-day coordination, communications and decisions regarding the exercise of the Party's respective authorities at the Site:

The Forest Service Project Contact (USFS PC):

Curtis Cross
USDA FS On-Scene Coordinator
GMUG National Forest
2250 S. Main Street
Delta, CO 81416

curtis.cross@usda.gov
(970)874-6667

San Miguel County Project Contacts (County PC):

Janet Kask, Director
San Miguel County Parks & Open Space Department
P.O. Box 1170
Telluride, CO 81435

janetk@sanmiguelcountyco.gov
(970)369-5469

- B. The USFS will be the lead agency for response actions at the Site. The Parties will notify and consult with each other as soon as practical regarding plans to change persons or positions.
- C. The USFS PC will coordinate response actions at the Site. This coordination will include reasonable prior notice of, and an opportunity to participate in, any scheduled meetings related to activities at the Site, and an opportunity to participate in any scheduled meetings with contractor(s), the State of Colorado, other Federal, State and Tribal Natural Resource Trustees, the County, or any significant on-Site activities. The USFS PC shall keep the County PC informed of Site activities and progress.
- D. A schedule of activities for the Site will be established by the USFS, and be used for planning purposes. The schedule will be updated periodically to reflect actual progress on work at the Site and current projections. The USFS shall provide the County with the schedule for the response activities at the Site.
- E. The USFS shall supply copies of documents related to the Site to the County upon request. Such documents include sampling and analysis plans, work plans, sampling results, and design documents. Also, the USFS PC will provide the County with copies of documents needed to fulfill the purposes of this MOU.
- F. For response actions on the Site that include and/or affect federal land and County property, the USFS will coordinate major decision points with the County such as:
 - (1) The scope of work to be performed and estimated costs;
 - (2) Project management procedures and contracts;
 - (3) Project design and construction specifications;
 - (4) The establishment of a Joint Mine Waste Repository;

- (5) Community relations activities;
 - (6) Certifications of completion issued for response actions at the Site;
 - (7) Long-term operations and maintenance/Post Removal Site Control; and
 - (8) Future response action in the event of a Joint Mine Waste Repository failure.
- G. The County PC shall advise the USFS PC regarding any issues and concerns of special interest to the County.
- H. Legal issues will be coordinated between USDA and County, as appropriate.

III. JOINT MINE WASTE REPOSITORY

- A. The Parties anticipate that an on-site Joint Mine Waste Repository will be established. The Joint Mine Waste Repository will be located on federal property with the intent to transfer the property to County ownership following the removal action. Waste deposited in the Joint Mine Waste Repository shall be limited to waste from the Matterhorn Mill Site.
- B. Subject to Section VI. C. of this MOU, the USFS will cover the cost of the design and construction of the Joint Mine Waste Repository. San Miguel County will provide clean cover materials as needed for the repository. Upon completion of the Joint Mine Waste Repository, the USFS and the County will jointly determine their respective volumes of tailings contributed to the Joint Mine Waste Repository. Current estimates of mine waste quantities are included in Attachment B.
- C. For the first three years following completion of the construction of the Joint Mine Waste Repository, the USFS, subject to Section VI. C. of this MOU, shall be responsible for repairing any major failure that results from design or construction related defects that fail to meet design criteria including, but not limited to, loss of cap material, drainage feature failures and major voids in vegetation cover.
- D. San Miguel County will pursue acquisition of the Mill and up to approximately 20 acres of adjacent federal property including the property underlying the Mill building and Repository. San Miguel County will work with the USFS to undertake additional restoration efforts, as needed, until the Mill is conveyed.
- E. USFS and County shall undertake those activities necessary to maintain the effectiveness and integrity of the Joint Mine Waste Repository following its completion. Such activities may include performing inspections, restricting public access to the Joint Mine Waste Repository area, clearing debris from drainage features, removing noxious weeds and taking other necessary actions to maintain the integrity of the Joint Mine Waste Repository cap and prevent disturbance to the Joint Mine Waste Repository cover. The costs for these long-term maintenance needs will be shared by the USFS and County

based upon the volume of mine waste added from each Parties property.

- F. Any future response actions that may be required to address releases of hazardous substances from the Joint Mine Waste Repository shall be the shared responsibility of the USFS and the County. Subject to Section VI.C. of this MOU, the costs of any such future response actions shall be apportioned based upon the volume of mine waste added from each Parties property.

IV. HISTORIC PRESERVATION

- A. The Matterhorn Mill, also known as the Valley View Leasing and Mining Company Mill (5SM6717), is listed on the National Register and is therefore considered an "historic property" under the National Historic Preservation Act (NHPA).

All stabilization, and tailings clean-up work proposed to be implemented at, or in the Mill building, requires consultation between the USFS and the SHPO to ensure compliance with Section 106 of the NHPA and meet the Secretary of the Interior's Standards for Treatment of Historic Properties.

- B. Section 106 requires Federal agencies to take into account the effects of their undertakings on historic properties and to provide the Advisory Council on Historic Preservation (ACHP) with a reasonable opportunity to comment. In addition, Federal agencies are required to consult on the Section 106 process with SHPO.

Any proposed stabilization and tailings clean-up involving the Matterhorn Mill qualifies as a federal undertaking and is subject to USFS review and consultation with Colorado SHPO.

- C. Real property transfers are typically considered to be undertakings subject to the review process under Section 106 of the National Historic Preservation Act, 54 U.S.C. § 306108, and its implementing regulations at 36 C.F.R. part 800 ("Section 106"). The Section 106 regulations state that the transfer or sale of a historic property out of federal ownership or control constitutes an adverse effect when undertaken without adequate and legally enforceable restrictions or conditions to ensure the long-term preservation of the property's historic significance. 36 C.F.R. § 800.5(a)(2)(vii).

When a historic property is transferred with such Preservation Conditions, the federal agency is able to make a finding of "no adverse effect" in accordance with the Section 106 regulations.

The USFS and the County desire a finding of "no adverse effect" regarding any proposed stabilization, rehabilitation, tailings clean-up or any subsequent real property transfer in order to ensure the continued preservation of the Matterhorn Mill.

If Preservation Conditions cannot be agreed to by both parties then alternate mitigation will be required through further consultation with SHPO. Alternative mitigation

measures typically include Historic American Building Survey/Historic American Engineering Record (HABS/HAER) documentation. The USFS will not be responsible for funding the cost of any mitigation measures regarding real property transfer outside federal ownership.

V. DISPUTE RESOLUTION

- A. The vast majority of any operational, implementation, or maintenance issues between the USFS and the County should be resolved by consultation between the USFS PC and the County PC.
- B. In the event that the County PC is unable to resolve an issue arising from activities at the Site with the USFS PC, County management may elevate the issue to the appropriate management at the USFS for further discussion and mutually agreeable resolution.
- C. All decisions must be consistent with CERCLA and the NCP. If the USFS or the County determines that a final decision has been made that is inconsistent with CERCLA or the NCP, that party has the option of withdrawing from this MOU.

VI. LIMITATIONS AND DURATION OF AGREEMENT

- A. The Parties reserve their rights and/or authorities under CERCLA, as well as other laws, the NCP, and applicable Executive Orders. No provision of this MOU in any way limits those rights and/or authorities.
- B. Nothing in this MOU shall be considered as obligating the Parties to expend, or as involving the United States, in any contract or other obligation for the future payment of funds. The Parties recognize that each must operate within the requirements of the federal and County budget process and legal restrictions concerning the obligation of funds. No provision of this MOU shall be construed to require the Parties to obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. §1341 or as a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation within the meaning of the Constitution or laws of the State of Colorado.
- C. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement, contribution of funds, or transfer of anything of value between the Parties will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement. Such endeavors, if any, will be outlined in separate agreements that shall be made in writing by representatives of the Parties and shall be independently authorized by appropriate statutory authority.
- D. This MOU is not intended to, and does not, create any right, benefit or trust obligation, substantive or procedural, enforceable at law or in equity by any party against the United States or the County, their departments, agencies, instrumentalities or entities, their officers, employees or agents, or any other person.
- E. Nothing in this MOU shall restrict the USFS or the County from participating in similar activities with other public or private agencies, organizations, and individuals.

- F. After giving 30 days written notice, either Party may withdraw from this MOU for good cause.
- G. This MOU may be executed in counterparts by each of the signatories. Each of the counterpart documents shall be deemed an original, but together shall constitute one and the same instrument.
- H. This MOU is executed as of the date of the last signature and is effective through 3/20/2026 at which time it will expire.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.

USDA FOREST SERVICE, ROCKY MOUNTAIN REGION

DOUG WISE, Director Engineering

Date

SAN MIGUEL COUNTY, COLORADO

LANCE WARING, Chair, Board of County Commissioners

Date

The authority and format of this agreement have been reviewed and approved for signature.

Merna
Fehlmann

Digitally signed by Merna
Fehlmann
Date: 2021.03.23
14:03:31 -06'00'

MERNA FEHLMANN
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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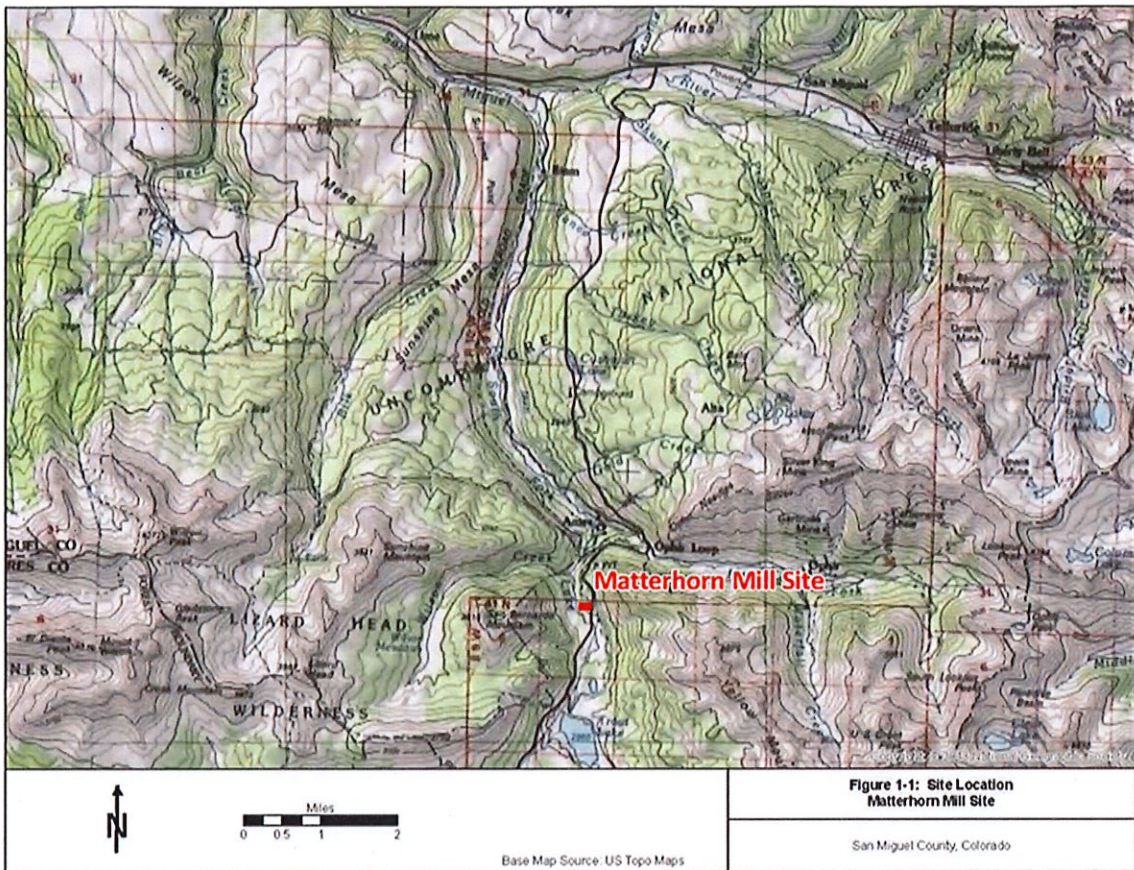
To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Attachments:

Appendix A - Site Map

Appendix B – USFS and County Apportioned Tailings Volumes

ATTACHMENT A



ATTACHMENT B

Approximate Volume of Tailings and Mine Waste*

USFS:

	7,200 cy In-situ Tailings	
	+ 250 cy Tailings from Mill Exterior	
	+ 150 cy Mill Waste	
TOTAL	7,600 cy	.

San Miguel County:

	660 cy Tailings from Settling Pond	
	+ 800 cy Soil from Settling Pond Berm**	
TOTAL	1,460 cy	.

*References:

HRL Compliance Engineering, 2013. *Evaluation/Cost Analysis, Matterhorn Mill Site, San Miguel County, Colorado.* July.

Amec Foster Wheeler Environment & Infrastructure, 2018. *Non-Time Critical Removal Action at the Matterhorn Mill Tailings Site Drawings.* January.

** Camille Price's calculations using Amec Foster Wheeler Environment & Infrastructure, 2018. *Non-Time Critical Removal Action at the Matterhorn Mill Tailings Site Drawings.* January.



AGENDA ITEM - 6.b.

TITLE:

Late Addition: Approval of a Letter of interest to the United States Forest Service on Matterhorn Mill Property./MOTION

Presented by: Janet Kask, County Parks and Open Space Director

Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

To approve as presented.

INTRODUCTION/BACKGROUND:

Edited by the Commissioners.

FISCAL IMPACT:

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

ATTACHMENTS:

Description

Draft Letter of Interest Matterhorn Mill

Upload Date

4/27/2021



BOARD OF COMMISSIONERS

HILARY COOPER KRIS HOLSTROM LANCE WARING

April 27, 2021

Mr. Chad Stewart
Forest Supervisor
GMUG National Forest
2250 South Main Street
Delta, CO 81416

RE: Matterhorn Mill - Conveyance

Dear Supervisor Stewart,

San Miguel County would like to continue our partnership with the USFS to acquire the USFS owned Matterhorn Mill structure and approximately 20-acres of adjacent federal property including the property underlying the Mill building and proposed Joint Mine Waste Repository (JMWR). Specifically, we would like to request the USFS proceed with an internal agency appraisal for the property. The County is an adjacent landowner to the Matterhorn Mill site. Attached is a map showing the approximately 20-acre parcel with existing and potential County uses of the property, including public amenities to compliment the historic site and potential affordable housing infrastructure if needed to compliment the adjacent affordable housing site owned by the County.

The Matterhorn Mill is officially listed on the National Register of Historic Places, the Colorado State Register of Historic Properties and San Miguel County's Historic Register.

In our initial letter to former GMUG Forest Supervisor Scott Armentrout, dated March 8, 2018, the Board of County Commissioners stated that preservation and protection of the Matterhorn Mill was a long-standing priority of the County and a shared goal of the County and the USFS. At that time, the Board of County Commissioners requested USFS conveyance of the Matterhorn Mill site and structure to the County.

We appreciate the active participation of GMUG and Region 2 staff in ongoing conveyance discussions, development of documents and coordination with the Colorado Division of Reclamation & Mine Safety during the recently completed stabilization and interior clean-up of the Matterhorn Mill structure.

We understand that the USFS intends to remove the existing contaminated mill waste and tailings in and around the Mill building and create a Joint Mine Waste Repository west of the Mill.

The County is developing a Colorado State Historical Preservation Fund Grant for stabilization and restoration of the historic Matterhorn Mill the summer of 2021 and recently issued an RFQ

to select an architect with historic preservation experience to assist the County with our application. Our goal is to initiate construction in the spring/summer of 2022. We would appreciate a letter of support from the USFS when needed.

If the USFS is willing to proceed with your appraisal, San Miguel County will also initiate an independent appraisal of the property described in this letter. This letter serves as a non-binding request with County acquisition of the property contingent upon an agreed-upon value of the structure and parcel.

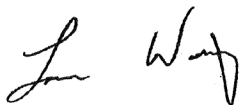
Based on multiple discussions with County staff and commissioners, we understand that the administrative conveyance would be a fee simple purchase of the property and any associated mineral rights based on an agreed upon value. We understand that there are no water rights associated with the property. We also understand that the USFS would continue to be responsible for maintenance of the JMWR.

The County is simultaneously pursuing a legislative acquisition of the parcel with Senator Michael Bennet's Office. At this time, we intend to pursue both the administrative and legislative conveyance options until we determine the best path forward.

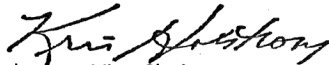
The final signed MOU between the County and the USFS regarding the JMWR is attached to this letter.

Protection and preservation of the Matterhorn Mill remains a priority for the San Miguel County Board of County Commissioners and the County's Historical Commission. We look forward to continuing to work with the USFS to accomplish our goals of protecting this important structure.

Sincerely,
San Miguel County
Board of Commissioners



Lance Waring, Chair



Kris Holstrom, Vice Chair



Hilary Cooper, Commissioner

CC: John Whitney, Senator Bennet's Office



AGENDA ITEM - 6.c.

TITLE:

Item Continued - Matterhorn Mill RFP - Selection Process/Award

Presented by: Janet Kask, Director Parks and Open Space

Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

Parks and Open Space issued an RFP for the Matterhorn Mill to hire an architect with historic preservation experience to assist with our efforts to submit an application for State Historic Preservation grant funding this summer(8/1).

This has been a continuous conversation with the Historical Commission and the USFS. The USFS is aware of our plan to submit a grant application and Megan Eno agreed to either provide a letter of support or serve as a partner.

I received 3 proposals and the MM Selection Committee consists of me, Amy, Kaye and Ted Wilson of the County's Historical Commission.

J.J. Ossola was going to serve, but had to recuse himself due to his close working relationship with one of the firms.

The Selection Committee is conducting 2 interviews today and 1 on Tuesday.

After we confer and discuss our opinions, I'd like to award the RFP at the 4/28 BOCC meeting. Time is of the essence to get this project started ASAP.

Typically, this could probably be placed on a BOCC Consent Agenda, but do you prefer it dovetail into the MM discussion with the letter of interest and the USFS MOU? Please advise as to your preference.

Thanks.

Janet

FISCAL IMPACT:

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



AGENDA ITEM - 6.d.

TITLE:

10:45 am Potential Executive Session: Discussion regarding the Matterhorn Mill, citation (4)(e)./MOTION

Presented by: Janet Kask, County Parks and Open Space Director

Time needed: 25 mins

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

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



AGENDA ITEM - 7.a.

TITLE:

Discussion on a Colorado Outdoor Recreation Partnership.

Presented by: Lance Waring, Commissioner and Starr Jamison, Director NRSP

Time needed: 25 mins

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

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



AGENDA ITEM - 9.a.

TITLE:

Public Comment for Items not on the agenda.

Presented by:

Time needed:

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

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



AGENDA ITEM - 11.a.

TITLE:

Item Continued - Discussion on the Memorandum of Understandings for Family Planning Services.

Presented by: Grace Franklin, Public Health Director

Time needed: 15 mins

PREPARED BY:

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

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