

# SAN MIGUEL COUNTY

## BOARD OF COMMISSIONERS

ELAINE FISCHER

ART GOODTIMES

JOAN MAY

### REGULAR MEETING AGENDA

WEDNESDAY, MAY 6, 2015

Second Floor, Miramonte Building, 333 W Colorado Ave  
Telluride, Colorado

#### 9:30 am

1. Call to order.
2. Review of Agenda.
3. Calendar Review.
4. CONSENT AGENDA:
  - a. Acceptance of Public Trustee Report for First Quarter of 2015 January 1, 2015 through March 31, 2015.
  - b. Approval of Chair's signature on Renewal of 3.2% Beer Liquor License for S M C S LLC, 1982 HWY 145, Telluride, CO based on the County Clerk's Written Findings.
  - c. Approval of an Agreement for Services with Kipfer Construction for the Sheriff's Office Search and Rescue Barn Improvements project, located at the Norwood County shop, in the amount of \$30,000.
  - d. Approval of Amendment for Task Orders #2, Contract Routing #15 FHLA 78477 with Colorado Department of Public Health & Environment in the amount of \$1,500 to conduct and administer a component of the WIC Program by the County Department of Health and Environment.
  - e. Ratification of Exception Agreement and Affordable Housing Covenant, Equitable Servitude, and Real Covenants with Jeffery S Mertens, residential condominium Unit 14, San Bernardo as approved by the San Miguel Regional Housing Authority.
  - f. Ratification of Chair's signature on 2015 Colorado Department of Public Safety Division of Homeland Security Grant Program application and grant agreement on behalf of West All Hazard Emergency Management Region Board for communications based projects, payment for a grant coordinator and weather station for hazardous material response in the amount of \$187,204.
  - g. Other.

#### 9:40 am

5. ADMINISTRATIVE MATTERS: (20min)
  - a. Boards and Commissions / Interview *Ted Wilson* for position on County Historical Commission (5min)
  - b. Public Reading and Approval of County Proclamation proclaiming May 2015 Sexual Assault Awareness Month / MOTION / *Melanie Montoya* (5min)
  - c. Update of Dolores River Restoration Partnership / *Peter Mueller* (5min)
  - d. Consideration of Dolores River Restoration Partnership Memorandum of Understanding between The Nature Conservancy and multiple counties, federal and state agencies, schools and private organizations to implement Transition Plan for Monitoring and Maintenance as a means to improve and create self-sustaining healthy riparian habitat along the Dolores River and its major tributaries / MOTION / *Peter Mueller* (5min)

#### 10:00 am

6. PLANNING MATTERS: (55min)
  - a. **10:00 a.m. PUBLIC HEARING:** Consideration of an application submitted by David Ballode, Ilium Commercial Ventures LLC, owner of Lot 440, Lawson Hill PUD, zoned Low Intensity Industrial (I) seeking a Subdivision Exemption for a Single-Lot Split to divide Lot 440-5 into two lots, Lot 440-5 and Lot 440-6 (Lot 440 received Board of County Commissioner approval to subdivide the lot into five parcels, Lots 440-1 to 440-5, on February 3, 2015) / MOTION / *Mike Rozycki* (15min)
  - b. Consideration of request submitted by Peter Sante, on behalf of Gail Newman Trust, owner of Liberty Bell Lot 4, Idarado Subdivision,

seeking an amendment to the Declaration of Covenants for “Stone House” located on Lot L-4 to remove a window on east façade and replace with a 3-foot wide sliding glass door / MOTION / *Mike Rozycki* (15min)

- c. Consideration of Lawson Hill Property Owner’s Company’s request that the County remove the Amended and Restated Deed Restriction and Covenant provision for applying a price cap in limited situations (Item continued from March 4, 2015) / MOTION / *Mike Rozycki* (15min)
- d. Other, as needed

**10:55 am**

- 7. **ADMINISTRATIVE MATTERS:** (Continued) (10min)
  - a. Discussion of County comments regarding scoping notice received from USDA Forest Service for Supplemental Draft Environmental Impact Statement to reinstate the North Fork Coal Mining Area exception of the Colorado Roadless Rule / *Dave Schneck* (10min)
  - b. Other, as needed

**11:05 am**

- 8. **ADMINISTRATOR’S REPORT:** (15min)
  - a. Update with County Administrator. (Black)

**11:20 am**

- 9. **COMMISSIONER AND PUBLIC DISCUSSION:** (20min)
  - a. Public Discussion. (10min)
  - b. Update on Outside Meetings. (5min)
    - 1. Elaine Fischer-
    - 2. Art Goodtimes – OffIndianAff / ForEcoSBEADMR
    - 3. Joan May – BLMSageGr
  - c. Website postings and press releases.
  - d. General Discussion. (5min)

**11:40 am**

- 10. **ATTORNEY MATTERS:** (Any of these items may involve an Executive Session)(20min)
  - a. Update on land negotiations, Citation (4)(a) / *Lynn Black* (10min)
  - b. Update on litigation.
    - 1. Discussion of San Miguel County C.R. S7 legal status, Citation (4)(b) / *Earl Rhodes, Steve Zwick*
  - c. Consideration regarding San Miguel County C.R. S7 legal status / MOTION / *Steve Zwick*
  - d. Update on Dolores River Dialogue / *Steve Zwick*
  - e. Other, as needed

**12:00 pm**

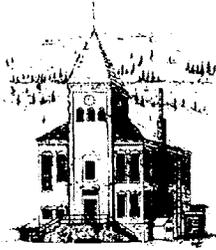
- 11. Adjournment.

**This agenda is subject to change including the addition of items or the deletion of items at any time. Times (except for public hearings) are approximate; lengths of discussions may be shorter or longer, at the board's discretion. If you are planning to come speak to a matter, let the board know by calling 728-3844, so we can be sure not to start an item earlier than scheduled.**

**Packet materials will be available on the San Miguel County website at [www.sanmiguelcounty.org](http://www.sanmiguelcounty.org) no later than 5:00 pm on the Friday prior to the meeting.**

Agenda Distribution:

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



**San Miguel County**

Treasurer • Public Trustee • Local Registrar

305 W. Colorado Ave.  
P.O. Box 488 • Telluride, CO 81435

(970) 728-4451 • FAX (970) 728-4397

Item 4  
Consent  
Agenda

**PUBLIC TRUSTEE'S REPORT**  
**First Quarter 2015**  
**January 1, 2015 through March 31, 2015**

**Financial Report**

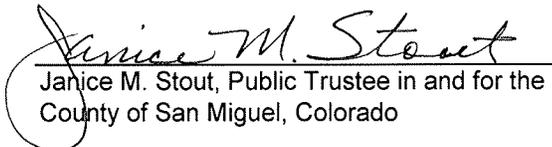
Revenue Source	1st Quarter 2015		1st Quarter 2014		\$ Change	
Release of Deeds of Trust	165	\$ 2,475.00	149	\$ 2,240.00	16	\$ 235.00
Foreclosure Fees	7	\$ 1,430.31	6	\$ 5,680.88	1	\$ (4,250.57)
Other Fees		\$ 170.00		\$ 225.00		\$ (55.00)
<b>Total Earnings</b>		<b>\$ 4,075.31</b>		<b>\$ 8,145.88</b>		<b>\$ (4,070.57)</b>

**Statistical Report**

Number of Foreclosures	1st Quarter 2015	1st Quarter 2014	% Change
Opened:	4	7	-43%
Withdrawn:	4	6	-33%
Filed Bankruptcy	0	1	100%
Cured:	1	0	100%
Sold:	3	0	300%
Redeemed:	0	0	no change
Deeds Issued:	1	0	100%

I, Janice M. Stout, Public Trustee in and for the County of San Miguel in the State of Colorado, hereby certify the preceding report is a true and correct report of the transactions of the office of Public Trustee in the County and State aforesaid for the First Quarter 2015.

WITNESS MY HAND AND OFFICIAL SEAL THIS 20th DAY OF APRIL, 2015

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

12:11 PM  
04/20/15  
Accrual Basis

Fee Account - Public Trustee  
**Profit & Loss**  
January through March 2015

	<u>Jan - Mar 15</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>Fee Income</b>	
Deed Issued	30.00
Foreclosure Fees	1,430.31
Releases	2,475.00
Withdrawal	140.00
	<hr/>
<b>Total Fee Income</b>	4,075.31
	<hr/>
<b>Total Income</b>	4,075.31
	<hr/>
<b>Net Ordinary Income</b>	4,075.31
	<hr/>
<b>Net Income</b>	<u><u>4,075.31</u></u>

OFFICE OF  
SAN MIGUEL COUNTY CLERK

M. Kathleen Erie

P.O. Box 548  
Telluride, Co 81435  
(970) 728-3954

WRITTEN FINDINGS

Date: April 21, 2015

To: San Miguel County Board of Commissioners

Re: Renewal of Retail Beer Liquor License for S M C S LLC

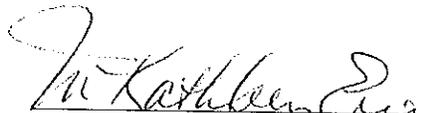
d/b/a S M C S LLC

37 Hillside Lane

Telluride, Colorado 81435

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1. Application is complete.
2. All fees have been paid.
3. William Masters, Sheriff, gives his approval on this renewal.
4. Insurance attached.

  
M Kathleen Erie, County Clerk

  
William Masters, Sheriff

**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**

S M C S LLC  
 37 HILLSIDE LANE  
 TELLURIDE CO 81435

Fees Due	
Renewal Fee	\$117.50
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

**RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE**

Licensee Name <b>S M C S LLC</b>		DBA <b>S M C S LLC</b>		
Liquor License # <b>42439860000</b>	License Type <b>3.2% Beer Off Premises (county)</b>	Sales Tax License # <b>42439860000</b>	Expiration Date <b>5/28/2015</b>	Due Date <b>4/13/2015</b>
Street Address <b>1982 HWY 145 TELLURIDE CO 81435-9150</b>				Phone Number <b>(970) 728 6404</b>
Mailing Address <b>37 HILLSIDE LANE TELLURIDE CO 81435</b>				
Operating Manager <b>Rodent K. Miller</b>	Date of Birth <b>3/3/49</b>	Home Address <b>37 Hillside Ln Telluride Co 81435</b>		Phone Number <b>970-519-1331</b>

- Do you have legal possession of the premises at the street address above?  YES  NO  
 Is the premises owned or rented?  Owned  Rented\* \*If rented, expiration date of lease 11/20
- Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.  YES  NO  
**NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation.  YES  NO
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.  YES  NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation.  YES  NO
- SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit -- Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.

**AFFIRMATION & CONSENT**

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business <b>S M C S LLC</b>	Title <b>OWNER</b>
Signature 	Date <b>4/18/15</b>

**REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY**

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.

Local Licensing Authority For <b>SAN MIGUEL COUNTY</b>	Date <b>MAY 6, 2015</b>
Signature  	Title <b>CHAIRMAN- BOARD OF COUNTY COMMISSIONERS</b> Attest  <b>COUNTY CLERK</b>

217

05 XR8455-04

001 JNY

AMERICAN FAMILY MUTUAL INSURANCE COMPANY  
MADISON, WISCONSIN 53783-0001  
LIQUOR LIABILITY COVERAGE PART  
DECLARATIONS

POLICY NUMBER  
05 XR8455-04

COMPANY CODE  
0014-BLBK-CO

NAMED INSURED SMCS LLC  
MAILING ADDRESS 37 HILLSIDE LN  
TELLURIDE CO 81435-9103

LIMITS OF INSURANCE

EACH COMMON CAUSE LIMIT \$500,000  
AGGREGATE LIMIT \$1,000,000

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY

LOCATION 0001 PREMISES 001  
1982 HIGHWAY 145  
TELLURIDE SAN MIGUEL COUNTY CO 81435-9150

CLASSIFICATION

CODE	DESCRIPTION	PREMIUM BASIS	RATE	ADVANCE PREMIUM
59211	PACKAGE STORES AND OTHER RETAIL ESTABLISHMENTS SELLING ALCOHOLIC BEVERAGES FOR CONSUMPTION OFF PREMISES	7,000 (003)	1.558 (B)	\$11.00

B=EACH ONE THOUSAND

003=GROSS SALES

BALANCE TO MINIMUM \$466.00

TOTAL ADVANCE PREMIUM \$477.00

Forms and endorsements applying to this coverage part and made part of this policy at time of issue:

CG 21 75 06 08 IL 00 21 07 02 IL 75 26 12 05 CG 00 33 12 07 CG 77 09 09 99  
IL 00 17 11 98 IL 02 28 09 07 IL 09 85 01 08 CG 21 87 01 07 IL 09 99 01 07

AUTHORIZED REPRESENTATIVE

*Robert Prantner*  
President

*[Signature]*  
Secretary

COUNTERSIGNED LICENSED RESIDENT AGENT

AGENT 016-311  
ROBERT PRANTNER  
315 S BOULDER RD STE 206  
LOUISVILLE CO 80027-1157

PAGE 02  
BRANCH 3NY 02-12  
ENTRY DATE 08/11/2014

CG AF 02 09 98

INSURED

Stock No. 15757

AMERICAN FAMILY MUTUAL INSURANCE COMPANY  
MADISON, WISCONSIN 53783-0001

COMMON DECLARATIONS

POLICY NUMBER 05 XR8455-04  
COMPANY CODE 0014-BLBK-CO  
CUSTOMER BILLING ACCOUNT 018-113-529 97

NAMED INSURED SMCS LLC  
MAILING ADDRESS 37 HILLSIDE LN  
TELLURIDE CO 81435-9103

POLICY PERIOD FROM 11/07/2014 TO 11/07/2015  
12:01 A.M. Standard Time at your mailing address shown above.

FORM OF BUSINESS: LIMITED LIABILITY CO  
BUSINESS DESCRIPTION: CONVENIENCE STORE

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated, this premium may be subject to adjustment.

LIQUOR LIABILITY COVERAGE PART	PREMIUM \$477.00
TOTAL PREMIUM	\$477.00

AUTHORIZED REPRESENTATIVE

*Robert Prantner*  
President

*[Signature]*  
Secretary

COUNTERSIGNED LICENSED RESIDENT AGENT

AGENT 016-311  
ROBERT PRANTNER  
315 S BOULDER RD STE 206  
LOUISVILLE CO 80027-1157

PAGE 01  
BRANCH 3NY 02-12  
ENTRY DATE 08/11/2014

# Memo



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**To:** Board of County Commissioners  
**CC:** Lynn Black, Ramona Rummel, John Huebner  
**From:** Jennifer Dinsmore  
**Date:** April 27, 2015  
**Re:** Sheriff's Office SAR Barn Improvement Project Fund Request

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## Project Description

The Sheriff's Office requests funding for the Search and Rescue Barn project at the county property east of Norwood. This project will close in the existing open car port with garage doors and a side entry door. Project details:

- Frame in south side and the four door openings as required accommodating doors with wood framing and OSB sheathing.
- Cover new framing with corrugated CRCQ metal as needed to match existing.
- Install 3-0 x 6-8 half lite door on south wall with electronic lock.
- Install four garage doors in similar style to those installed on the bus barn (to the north) with electronic access.
- Supply and install conduit, boxes, wire, terminations and devices to provide power to four garage door openers. Relocate three existing switches currently controlling exterior and interior lights from the north side of building to the south adjacent to the man door. Install one new vapor tight fixture adjacent to man door and controlled with the existing exterior bay door lights.

## Vendor Source

Three vendors submitted bids for this project after the request for proposal was posted on the county web site and in the local paper. Kipfer Construction had one of the lowest bids, with experience of recently working with the county previously, and has been selected for this project. Stan Kipfer will serve as project manager for this task and will coordinate the work needed to complete the project.

## Fund Determination

Cost of the project is estimated to be \$30,000.00. This is budgeted expense and will be coming out of the capital fund. Note, the original estimate was \$45,000 so if overages are encountered there are available budgeted funds to accommodate this.

## Motion

Our office requests a Motion to approve the Sheriff's Office SAR Barn improvement project as presented, subject to approval by the County Attorney of the appropriate documents and agreements.

Regards,

A handwritten signature in black ink that reads "Jennifer Dinsmore".

Jennifer Dinsmore  
Administrative Officer

**AGREEMENT FOR SERVICES**  
Independent Contractor

PROJECT: Sheriff's Office Search and Rescue Barn

LOCATION: County Shop 39595 Highway 145, Norwood, Colorado 81423

San Miguel County wishes to engage the services of an independent contractor. The undersigned contractor has agreed to provide such services, as an independent contractor, in return for the compensation stated herein. The undersigned contractor has read and agrees to the terms and conditions stated herein.

Be it agreed as follows:

1. Contractor agrees to perform the following services for San Miguel County:  
  
Search and Rescue Barn Project
2. San Miguel County agrees to pay \$30,000.00. Total amount is not to exceed \$35,000.00.

Invoices must be approved by Jennifer Dinsmore, Chief Administrative Officer.

Invoices must be submitted to and approved by the appropriate County official (see above) and delivered to the San Miguel County Finance Office. Approved invoices that are received by the Finance Office prior to the 1<sup>st</sup> day of the month will be paid on the tenth day of the month; invoices received in the Finance Office the 2<sup>nd</sup> through the 10<sup>th</sup> day of the month will be paid on the 20<sup>th</sup> day of the month; invoices received on the 11<sup>th</sup> through the 20<sup>th</sup> day of the month will be paid on the last working day of the month. Payment of invoices does not constitute final acceptance of work, nor shall it be construed as a waiver by the County of any of its rights as may be provided by law.

3. **INDEPENDENT CONTRACTOR.** Unless otherwise specified in writing, contractor shall furnish all supervision, labor, materials, equipment, supplies and other incidentals to complete the requirements of the job. The contractor has the authority to control and direct the details of the work; San Miguel County is interested only in the results. Contractor shall pay all required employment taxes, including all federal and state income taxes on all monies paid pursuant to this Agreement. The contractor shall have no authorization; either express or implied, to make any commitments on behalf of the County. The services as defined herein are subject to San Miguel County's right of inspection and approval. The contractor agrees to comply with all federal, state and municipal laws, rules, regulations and safety procedures that are or may be applicable to the work performed.
4. **WORK PERFORMED AT CONTRACTOR'S RISK.** Contractor shall take all precautions necessary and shall be responsible for the safe performance of the services described herein. All work shall be done at contractor's risk. Contractor shall be responsible for any damage or loss to San Miguel County property, and for any loss or damage to materials, tools or other articles used or held for use in connection with the work performed.

5. **INSURANCE TO BE SECURED BY CONTRACTOR.** Contractor agrees to comply with all state and federal requirements pertaining to workers' compensation, general liability and employment liability insurance relating to the performance and completion of this Agreement. The County does not intend to waive, by any provision of this Agreement, any rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq, C.R.S.
6. **INDEMNIFICATION.** Contractor agrees to indemnify, release, save and hold harmless San Miguel County, its officials, employees and agents, from and against all liability of loss and against all claims or actions based upon or arising out of damage or injury to persons or property caused by or sustained in connection with the performance of this Agreement. If any arrangement, however informal and of whatever duration, is made whereby employees of San Miguel County are used by contractor, they shall, while engaged in such work, be considered employees of contractor, regardless of who may be paying them at the time. Contractor shall indemnify San Miguel County against any and all liability, loss, cost, damage or expense, by reason of any act or omission of any such employee while such employee is being used by the contractor.
7. **PROFESSIONAL SERVICES AGREEMENT. THIS PROVISION ONLY APPLIES TO AGREEMENTS FOR PROFESSIONAL SERVICES.** The parties agree that contractor is a professional person, and that the relationship created by this contract is that of employer-independent contractor. Contractor is not an employee of San Miguel County and is not entitled to any benefits provided by San Miguel County to its employees. Contractor may practice his profession for others during periods of time when he is not performing work under this Agreement for San Miguel County. San Miguel County may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the contractor performs.
7. **TERM OF AGREEMENT.** The term of this Agreement is from May 1, 2015 to June 30, 2015. Time is of the essence in the contractor's performance of its obligations under this Agreement. San Miguel County's expenditure of any funds under this Agreement beyond the current County fiscal year shall be expressly subject to and contingent upon the County budgeting and appropriating funds for such purposes in accordance with the Colorado Local Government Budget Law. Should such funds not be budgeted and appropriated for the County's obligations under this Agreement for future fiscal years, this Agreement shall terminate at the end of the fiscal year for which such funding has been lawfully budgeted and appropriated, and the County shall provide the contractor with prior written notice of such termination.
9. **NOTICE.** All rights, obligations, privileges and duties created herein may be terminated at any time by either party by the giving of written notice to the other party at their last known address.
10. **COMPLIANCE WITH H.B. 06-1343, 07-1073, and S.B. 08-193, C.R.S. TITLE 8, ARTICLE 17.5, Part 1. Illegal Aliens – Public Contracts for Services Requirements.**
  - A. Contractor hereby certifies that, at the time of the certification, and prior to its execution of this Agreement, that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the contractor will participate in either the E-Verify Program or the Department Program, as defined in §8-17.5-101, C.R.S., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public Agreement for services.

- B. Contractor hereby agrees and certifies that during the term of this Agreement it shall not:
    - (I) Knowingly employ or contract with an illegal alien to perform work under this Agreement for services; or,
    - (II) Enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public Agreement for services.
  - C. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement for services, through participation in either the E-Verify Program or the Department Program.
  - D. The contractor is hereby prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public Agreement for services is being performed.
  - E. If the contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the contractor is required to:
    - (I) Notify the subcontractor and San Miguel County within three days that the contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and,
    - (II) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-paragraph (E.I.) above, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
  - F. The contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
  - G. If contractor violates a provision of the public contract for services required pursuant to §8-17.5-102(2), C.R.S., San Miguel County may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the contractor shall be liable for actual and consequential damages to San Miguel County.
  - H. If contractor is a natural person over eighteen years of age, a condition precedent to the County's execution of this Agreement is that the County has verified that contractor is lawfully present in the United States in accordance with H.B. 06 -1023, C.R.S., Title 24, Article 76.5, Restrictions on Public Benefits and that the contractor has executed the statutorily required affidavit pertaining to their lawful presence in the United States. This Agreement shall not become legally effective until and unless the County has verified that the contractor is legally present in the United States of America in accordance with applicable statutory requirements.
11. **MISCELLANEOUS**. Contractor shall not assign its rights, or delegate its obligations, under this Agreement without the County's prior written consent. Should a court of competent jurisdiction determine that any provision or term of this Agreement be legally void, or otherwise legally unenforceable, such provision or term shall be deemed severable

from the remainder of this Agreement, which shall remain in full force and effect. This Agreement, together with any attached exhibits, represents the complete, integrated, and merged understanding of the parties with regard to the subject matter of this Agreement, and any prior or contemporaneous provision, term, condition, promise, representation, or understanding, shall be of no legal force or effect unless embodied herein in writing, or in a written amendment to this Agreement mutually agreed to and executed by the parties. A party's waiver of a specific right set forth herein shall not be deemed to be a waiver by that party of any other of its rights contained in this Agreement.

Reviewed by:  
County Attorney's Office

\_\_\_\_\_ Date \_\_\_\_\_

San Miguel County, Colorado

Date signed \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Employer ID #: 84-6000806

Contractor:  
Kipfer Construction

Address: 3726 CR 60M  
Telluride, Colorado 81435-0092

Phone Number: 970-728-6577

Date signed \_\_\_\_\_

\_\_\_\_\_  
Signature

Additional Forms Required:

- W-9
- Affidavit of Lawful Presence
- Certificate of Insurance



## San Miguel County Sheriff's Office

684 CR 63L Telluride, Colorado, 81435

**William S. Masters, Sheriff**

*"Upholding Liberty and Personal Responsibility"*

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# Search and Rescue Barn Improvement

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## Project Scope

1. Frame in south side and the four door openings as required accommodating doors with wood framing and OSB sheathing.
2. Cover new framing with corrugated CRCQ metal as needed to match existing. This includes metal jamb wraps to the new garage doors. The metal should be sprayed with a vinegar solution to remove mill oil to accelerate rusting.
3. Install 3-0 x 6-8 half lite man door on south wall with electronic lock.
4. Install four insulated garage doors in similar style to those installed on the bus barn (to the north). Suggest three 14' x 10' and one 10' x 10' door with one panel of glazing in each door. A keypad for each door should be included.
5. Supply and install conduit, boxes, wire, terminations and devices to provide power to four garage door openers. Relocate three existing switches currently controlling exterior and interior lights from the north side of building to the south adjacent to the man door. Install one new vapor tight fixture adjacent to man door and controlled with the existing exterior bay door lights.

Contact Jennifer Dinsmore [jenniferd@sanmiguelcounty.org](mailto:jenniferd@sanmiguelcounty.org) or 970-596-3100



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:
- The most we will pay on behalf of the additional insured is the amount of insurance:
- 1. Required by the contract or agreement you have entered into with the additional insured; or
  - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**San Miguel County Department of Health & Environment**

April 29, 2015

To: BOCC

From: June Nepsky

Re: WIC Contract Amendment Increase for \$1,500.00.

Please approve the attached WIC Contract Amendment for the original contract beginning October 1, 2014 through September 30, 2015 for \$1,500.00. The total amount of the WIC Contract will now be \$32,517.00.

WIC is a special supplemental nutrition program for women, infants, and children under 5 years of age whose income falls below a specified level and have an identifiable nutrition risk factor. Services include nutrition education and the provision of certain nutritional foods to pregnant, lactating, and postpartum women, their infants, and children.

San Miguel County WIC staff ensures that all participants in the WIC Program meet the eligibility requirements as described in the regulations and the State WIC Program Manual. WIC staff are responsible for documenting nutrition education services provided to clients as well as following all rules and regulations in accordance with the Federal and State requirements.

Annual audits of this program are conducted by the consultants at the CDPH&E. Methods used for performance requirements include review of documentation reflective of performance to include nutrition education plans, income verification, counseling techniques, foods prescribed, nutrition care, and referrals provided under the WIC Program. A complete, accurate, and current accounting which documents all funds received and expended are required.

Thank you for your approval of this contract amendment for an increase of \$1,500.00 in the current WIC Contract beginning October 1, 2014 through September 30, 2015.

June Nepsky, FNP-BC



DEPARTMENT OR AGENCY NAME  
**COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT**  
**PSD-WIC**

DEPARTMENT OR AGENCY NUMBER  
**FHLA**

CONTRACT ROUTING NUMBER  
**15-78477**

**AMENDMENT FOR TASK ORDERS #2**

This Amendment is made this **10th** day of **April, 2015**, by and between the State of Colorado, acting by and through the **DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT**, whose address or principal place of business is **4300 Cherry Creek Drive South, Denver, Colorado 80246**, hereinafter referred to as the "State"; and, **BOARD OF COUNTY COMMISSIONERS OF SAN MIGUEL COUNTY, (a political subdivision of the state of Colorado)**, whose address or principal place of business is **333 West Colorado Avenue, Telluride, Colorado 81435**, for the use and benefit of the **SAN MIGUEL COUNTY DEPARTMENT OF HEALTH AND ENVIRONMENT**, whose address or principal place of business is **333 West Colorado Avenue, Telluride, Colorado 81435**, hereinafter referred to as the "Contractor".

**FACTUAL RECITALS**

The parties entered into a Master Contract, dated January 17, 2012, with contract routing number **13 FAA 00047**.

Pursuant to the terms and conditions of the Master Contract, the parties entered into a Task Order Contract, dated **August 20, 2012**, with encumbrance number **PO FLA WIC1347975**, and contract routing number **13 FLA 47975**, as amended by Grant Funding Change Letter #1, contract routing number **14 FLA 57394**, Amendment for Task Order #1, contract routing number **14 FLA 58785**, Grant Funding Change Letter #2, contract routing number **14 FLA 69250**, and Option Letter #1, contract routing number **15 FHLA 71914**, collectively referred to herein as the "Original Task Order Contract, whereby the Contractor was to provide to the State the following:

**Conduct and administer a component of the Special Supplemental Nutrition Program for Women, Infants, and Children, hereinafter referred to as the "WIC Program", within an approved service area. Service includes, but not limited to, nutrition education and the provision of certain nutrition foods to pregnant, lactating and postpartum women, infants, and children under five (5) years of age, whose income falls below specified levels and have an identifiable nutrition risk factor, as described in 7 CRS, Part 246, and the State's WIC Program Manual.**

The State promises to **increase** the amount of funds to be paid to the Contractor by **One Thousand Five Hundred Dollars, (\$1,500.00)** during the current term of the Original Task Order Contract in exchange for the promise of the Contractor to perform the work under the Original Task Order Contract.

**NOW THEREFORE**, in consideration of their mutual promises to each other, stated below, the parties hereto agree as follows:

1. Consideration for this Amendment to the Original Task Order Contract consists of the payments and services that shall be made pursuant to this Amendment, and promises and agreements herein set forth.
2. It is expressly agreed to by the parties that this Amendment is supplemental to the Original Task Order Contract, contract routing number **13 FLA 47975**, as amended by Grant Funding Change Letter #1, contract routing number **14 FLA 57394**, Amendment for Task Order #1, contract routing number **14 FLA 58785**, Grant Funding Change Letter #2, contract routing number **14 FLA 69250**, and Option Letter #1, contract routing number **15 FHLA 71914**, collectively referred to herein as the Original Contract, which is by this reference incorporated herein. All terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Amendment as though they were expressly rewritten, incorporated, and

included herein.

3. It is expressly agreed to by the parties that the Original Task Order Contract is and shall be modified, altered, and changed in the following respects only:
  - A. This Contract Amendment is issued pursuant to paragraph 5 of the Original Task Order Contract identified by contract routing number 13 FLA 47975. This Amendment is for the **current term of October 1, 2014**, through and including **September 30, 2015**. This Amendment modifies the Original Task Order Contract by adding descriptive elements. The following provision modifications are incorporated herein by this reference.
    - i. The following information shall be added as a supplement to page 1 of the Task Order Contract:
      - a Contractor DUNS: 014856074
      - b Classification: Subrecipient
    - ii. The following information shall be added as a supplement to Exhibit A, Additional Provisions, of the Task Order Contract:
      - a This award does not include funds for Research and Development.
      - b The United States Department of Agriculture (“USDA”), through its Food and Nutrition Services (“FNS”) has awarded as of 10/01/2014 anticipated federal funds of \$22,400,532.00 under Notice of Cooperative Agreement Award, hereinafter “NCAA”, number 3C0700701, to perform the following – to operate the Special Supplemental Nutrition Program for Woman, Infants, and Children, officially known as the “WIC” Program.
  - B. This Amendment is issued pursuant to paragraph 5 of the Original Task Order Contract identified by contract routing number **13 FLA 47975**. This Amendment is for the **current term of October 1, 2014**, through and including **September 30, 2015**. The maximum amount payable by the State for the work to be performed by the Contractor during this **current term** is **increased by One Thousand Five Hundred Dollars, (\$1,500.00)** for an amended financial obligation of the State for the **current term** of **Thirty Two Thousand Five Hundred Seventeen Dollars, (\$32,517.00)** and an amended **total** financial obligation of the State of **NINETY THOUSAND SEVEN HUNDRED NINETY THREE DOLLARS (\$90,793.00)**. Of the amended financial obligation for the **current term** **Zero Dollars, (\$0.00)** are attributable to a funding source of the State of Colorado and **Thirty Two Thousand Five Hundred Seventeen Dollars, (\$32,517.00)** are attributable to a funding source of the United States Government (see Catalog of Federal Domestic Assistance (CFDA) number **10.5570**). Of the amended **total** financial obligation of the State referenced above **Zero Dollars, (\$0.00)** are attributable to a funding source of the State of Colorado and **NINETY THOUSAND SEVEN HUNDRED NINETY THREE DOLLARS, (\$90,793.00)** are attributable to a funding source of the United States Government. The revised **Budget** is incorporated herein by this reference and identified as “**Exhibit K**”.

The Original Task Order Contract is modified accordingly. All other terms and conditions of the Original Task Order Contract are reaffirmed.

4. The Effective Date of this Amendment is **May 22, 2015**, or upon approval of the State Controller, or an authorized delegate thereof, whichever is later.
5. Except for the Special Provisions and other terms and conditions of the Master Contract and the General Provisions of the Original Task Order Contract, in the event of any conflict, inconsistency, variance, or contradiction between the terms and provisions of this Amendment and any of the terms and provisions of the Original Task Order Contract, the terms and provisions of this Amendment shall in all respects supersede, govern, and control. The Special Provisions and other terms and conditions of the Master Contract shall always control over other provisions of the Original Task Order Contract or any subsequent

amendments thereto. The representations in the Special Provisions to the Master Contract concerning the absence of personal interest of state of Colorado employees and the certifications in the Special Provisions relating to illegal aliens are presently reaffirmed.

6. FINANCIAL OBLIGATIONS OF THE STATE PAYABLE AFTER THE CURRENT FISCAL YEAR ARE CONTINGENT UPON FUNDS FOR THAT PURPOSE BEING APPROPRIATED, BUDGETED, AND OTHERWISE MADE AVAILABLE.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day first above written.

**\* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

**CONTRACTOR:**

**STATE:**

**BOARD OF COUNTY COMMISSIONERS OF  
SAN MIGUEL COUNTY**  
(a political subdivision of the state of Colorado)  
for the use and benefit of the  
**SAN MIGUEL COUNTY DEPARTMENT OF  
HEALTH AND ENVIRONMENT**

**STATE OF COLORADO**  
**John W. Hickenlooper, Governor**

\_\_\_\_\_  
**Signature of Authorized Officer**

**By:** \_\_\_\_\_  
**For the Executive Director**  
**DEPARTMENT OF PUBLIC HEALTH**  
**AND ENVIRONMENT**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name of Authorized Officer**

\_\_\_\_\_  
**Print Title of Authorized Officer**

**PROGRAM APPROVAL:**

**By:** \_\_\_\_\_

**ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER**

**CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.**

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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**BUDGET**  
**To Task Order Contract Dated 08/20/2012 - Contract Routing Number 13 FLA 47975**  
 Amendment for Task Order #2 Routing Number 15 FHLA 78477

Task Order - FFY 2013 Budget (October 1, 2012 – September 30, 2013)	\$28,141.00
Grant Funding Letter #1 - Regional Training Funds Increase	\$418.00
Amendment #1 - FFY 2014 Budget (October 1, 2013 – September 30, 2014)	\$28,141.00
Grant Funding Letter #2 - Funding Formula Funds Increase	\$1,141.00
Grant Funding Letter #2 - State Meeting Airfare Funds Increase	\$435.00
Option Letter #1 - FFY 2015 Budget (October 1, 2014 – September 30, 2015)	\$31,017.00
<b>Amendment #2 – Additional Funds Request Increase</b>	<b>\$1,500.00</b>
<b>TOTAL CONTRACT</b>	<b>\$90,793.00</b>

**EXCEPTION AGREEMENT AND AFFORDABLE HOUSING COVENANT,  
EQUITABLE SERVITUDE, AND REAL COVENANTS**

**THIS EXCEPTION AGREEMENT AND AFFORDABLE HOUSING COVENANT, EQUITABLE SERVITUDE, AND REAL COVENANTS** ("Agreement") is entered into this 6 day of May, 2015, by and between JEFFERY S. MERTENS, ("Applicant"); and the SAN MIGUEL REGIONAL HOUSING AUTHORITY, P.O. Box 840, Telluride, Colorado 81435 ("SMRHA").

**RECITALS**

A. On May 20, 2013 Applicant submitted an application to purchase the following deed restricted real property in San Miguel County, known as 17 West San Bernardo Dr. #14, Telluride, Colorado 81435 and legally described as:

Residential Condominium Unit 14, San Bernardo, in accordance with and subject to the Declaration of Condominium for San Bernardo, a Condominium, recorded July 6, 1992 in Book 494 at Page 650, and the Amended Declaration of Condominium for San Bernardo, a Condominium, recorded October 21, 1992 in Book 500 at Page 191, and Map recorded July 6, 1992 in Plat Book 1 at Page 1335, and the Insubstantial Amendment to San Bernardo Final Plat recorded July 16, 1993 in Plat Book 1 at Page 1508, County of San Miguel, State of Colorado, together with all their appurtenances (hereinafter collectively referred to as the "Property").

B. The San Bernardo Property is subject to the Amended and Restated Deed Restriction and Covenant recorded on July 18, 2013 in Reception No. 429012 encumbering title to the San Bernardo Property (collectively, the "ARDRC").

C. Pursuant to the ARDRC, the Applicant did not meet the Current Local Employee Standard per Section 2.1.1. as the lender was a family member providing the funds for the purchase.

D. Pursuant to the ARDRC, the SMRHA may grant the Applicant an Exception to the Deed Restriction if the SMRHA determines that the Applicants have established compelling circumstances, not including financial hardship, justifying the requested exception; and that granting the requested exception is consistent with the purpose and intent of this Covenant (ARDRC).

E. At the meeting on May 20, 2013 the San Miguel Regional Housing Authority Board ("Board") reviewed the Applicants' request for an exception and granted the exception based on the findings and conclusions in a memo dated May 17, 2013 from Shirley L. Diaz, Ex. Director SMRHA to the Board, attached as Exhibit A including additional SMRHA conditions that were incorporated in the Exception Agreement recorded July 18, 2013 at Reception # 429013.

F. On June 13, 2013 the SMRHA voted to approve the minutes from May 20, 2013 with the additional conditions as presented in Exhibit A.

G. On November 17, 2014 Jeff Mertens updated the Board regarding not being able to refinance and requested a new agreement with new loan terms. The meeting was postponed until February 12, 2015 where the Board reviewed a Memo presented by Shirley L. Diaz, Ex. Director of SMRHA and Mr. Mertens request. Attached as Exhibit B is the Memo with the terms as approved by the SMRHA Board.

**NOW, THEREFORE**, in consideration of the above Recitals, the mutual covenants, restrictions and equitable servitudes stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Applicants and the SMRHA hereby agree as follows:

1. Conditional Permission. The SMRHA granted Mr. Mertens permission to revise the loan terms and additional time to acquire a conventional loan for the San Bernardo Property, without such terms constituting a violation of the ARDRC, subject to the following conditions, terms, periods and limitations:
  - a) Mr. Mertens must seek loan approval for a conventional loan from a mortgage lender authorized to do business in Colorado annually, by May 15 beginning in 2016, and provide the outcome to SMRHA in writing with a new loan in place with a traditional licensed lender within five (5) years, February 12, 2020;
  - b) The loan amount is permitted to be reduced to \$211,200.00;
  - c) A new deed of trust for a loan to include principal and interest payments as agreed to by both parties, must be presented to SMRHA for legal review by March 1, 2015 and may be recorded once approved;
  - d) Any default in payment due to loss of employment or any other case, must be brought to the SMRHA Board within 10 days of occurrence;
  - e) Consideration of any additional loan forgiveness must be brought to the SMRHA Board for approval prior to it occurring;
  - f) Mr. Mertens must continue to meet all continuing occupancy requirements in Section 6 of the ARDRC and any other occupants (roommates) must apply and qualify or be granted an exception from the SMRHA Board prior to occupying the unit;
2. Entire Agreement. This Agreement constitutes the entire integrated agreement and understanding between the Applicant and the SMRHA, and supersedes any prior written or oral agreement or understanding relating to the subject matter of this Agreement.
3. Notice. Any notice given under this Agreement by one party to any other party shall be written and will be deemed effective upon personal delivery or upon deposit into the United States mail, with certified, pre-paid postage, addressed to the respective parties at the address first stated above, or at any other address a party may designate in writing to the other parties.
4. Miscellaneous. In the event litigation is commenced in this matter, venue and jurisdiction shall be proper only in San Miguel County District Court. Time is of the essence hereof. The SMRHA hereby reserves all rights it has pursuant to Colorado law to enforce this Agreement, including, without limit, the right of specific performance. The SMRHA shall have the right to recover reasonable attorneys' fees and costs it may incur to enforce this Agreement, regardless of whether a lawsuit is ever commenced. Should a court of competent jurisdiction find and determine that a specific provision or provisions of this Agreement are legally void, invalid, or otherwise unenforceable, such specific provision or provisions shall be deemed to be severable from the remainder of this Agreement, which shall remain legally valid and in full force and effect.
5. Effect of Agreement. To the extent not modified hereby, all other terms and provisions of the ARDRC shall remain in full force and effect.
6. Recordation. This Agreement shall be recorded in the public records of San Miguel County, Colorado, upon execution.

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

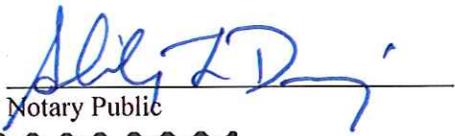
**SAN MIGUEL REGIONAL HOUSING AUTHORITY**

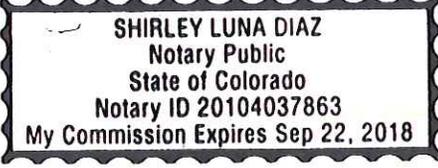
  
\_\_\_\_\_  
Kim Montgomery, Chair

State of Colorado        )  
                                  )ss.  
County of San Miguel    )

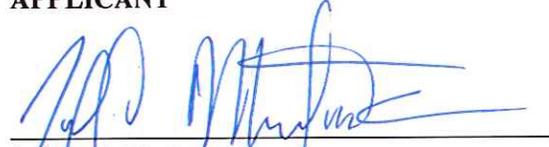
Acknowledged, subscribed and sworn to before me this 22 day of April, 2015, by Kim Montgomery, as Chair of the San Miguel Regional Housing Authority Board.

Witness my hand and official seal.  
My commission expires: 9/22/18

  
\_\_\_\_\_  
Notary Public



**APPLICANT**

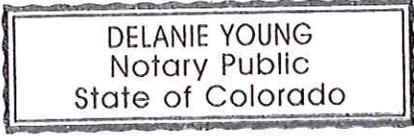
  
\_\_\_\_\_  
Jeffery S. Mertens

State of Colorado        )  
                                  )ss.  
County of San Miguel    )

Acknowledged, subscribed and sworn to before me this 20th day of April, 2015, by Jeffery S. Mertens

Witness my hand and official seal.  
My commission expires: 10/18/2015

  
\_\_\_\_\_  
Notary Public



## EXHIBIT B

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To San Miguel Regional Housing Authority Board (Board)  
From: Shirley L. Diaz  
Date: February 5, 2015  
Re: Mertens exception extension request  
Attachments: Extension statement

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### **Purpose**

Consideration of a request by Jeff Mertens to amend the exception agreement with expired terms as of July 2014 and consideration of a loan reduction.

### **Overview**

Jeff Mertens purchased San Bernardo 17 from the bank. He was granted an exception to the Current Local Employee Standard in the Covenant because his mother provided him with the cash to purchase the unit. This is unqualifying income and caused him to exceed the ratio as stated in the deed restriction and covenant as provided below. He was granted an exception and given until July 2014 to refinance with a conventional loan.

After closing on the unit Jeff was laid-off and his wages have not yet been fully replaced. He is unable to acquire a conventional loan at this time. Per the Board's request he has supplied a print out of deposits into a joint account held by his mother and father for 17 deposits, from Aug. 2013 through Jan. 2015, missing only Sept. 2013 in the amount of \$856.74. They are in the property file but not part of the public documents.

Jeff would like an extension on his exception in order to continue to work to qualify for a conventional loan and is also asking to be allowed to reduce the loan amount by 20%. The loan currently reflects the full purchase price of \$264,000.00, the loan reduction would drop the loan amount to \$211,200.00. The \$52,800.00 reduction in the loan does not necessarily disqualify him under the new covenant now, but I requested SMC Special Counsel, Lois Major, to weigh in. I also believe a reduction cannot occur without an amendment to the exception agreement.

### **SMRHA Analysis:**

Based on many meetings where private loans were considered and granted, if a restructuring of the loan is to be considered by the Board it should include principal and interest payments with exception terms to include any change in the loan, non-payment of the mortgage due to loss of employment or other event must be brought to SMRHA's attention immediately and any consideration of additional forgiveness must be reviewed by the Board prior to the occurrence. This ensures the unit is being purchased by Jeff Mertens regardless of where the money came from initially and at the point where he can qualify for a loan and replace the family loan he pursues that option. An additional five year timeline might be considered by the Board. Discussing his employment and income with a lender annually will not impact his credit score unless he wants them to run it. A lender can advise him without doing a credit check. He has stated he is working more hours and monitoring his debt and needs to pay down his debt, but he understands he must be paying for the unit. The 20% reduction is more than he earned at time of purchase and currently.

**Covenant  
Language:**

**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.

**Applicable Guidelines In  
Covenant:**

The Board has the discretion to determine whether the Applicant's circumstances are compelling and meet Review Standards set forth in Section 8.1 of the Covenant.

**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.

Motion by Greg Clifton to approve the extension to the exception with the following conditions:

- Mr. Mertens must seek loan approval annually, by May 15 beginning in 2016, and provide the outcome to SMRHA in writing with a new loan in place with a traditional licensed lender within five (5) years, February 12, 2020;
- The loan amount is permitted to be reduced to \$211,200.00;
- A new deed of trust for a loan to include principal and interest payments as agreed to by both parties, must be presented to SMRHA for legal review by March 1, 2015 and may be recorded once approved;

- Any default in payment due to loss of employment or any other case, must be brought to the SMRHA Board within 10 days of occurrence;
- Consideration of any additional loan forgiveness must be brought to the SMRHA Board for approval prior to it occurring;
- Mr. Mertens must continue to meet all continuing requirements and any other occupants (roommates) must apply and qualify or be granted an exception from the SMRHA Board prior to occupying the unit;
- The County Attorney's Office is authorized to execute a new exception agreement or an amendment to the agreement to be recorded with any additional language deemed necessary.

Motion seconded by Kim Montgomery, and motion passed 2-0.

**Right to Appeal.**

Any person affected or aggrieved by this decision may appeal to the Board of County Commissioners, acting as the San Miguel County Housing Authority, as provided in Section IV of the Procedures.



# MEMO

<b>To:</b>	Board of County Commissioners
<b>CC:</b>	Lynn Black, Ramona Rummel, John Huebner
<b>From:</b>	Jennifer Dinsmore, Emergency Management Coordinator
<b>Date:</b>	April 15, 2015
<b>Re:</b>	Homeland Security Grant Application Signature 2015

The West All Hazard Emergency Management Region Executive Board (WAHEMR) requests that San Miguel County continue as fiscal agent for the Homeland Security Grant for 2015 and sign the attached application.

Our county has served as fiscal agent for the 2012, 2013 and 2014 grants Federal Homeland Security Grant (HSG). The intent of the Homeland Security Grant is to improve the capabilities of citizens, local governments and first response agencies and in preparing for, responding to, and recovering from disasters.

The award amount for 2015 is \$187,204. The HSG is an annual reimbursement-based grant, which is managed under the federal fiscal calendar. It requires quarterly reporting, and regular monitoring of all aspects of each project included in the grant. Projects are proposed by individual agencies/jurisdictions, predicated on previously completed risk based capability/needs assessments.

The types of projects in the 2015 grants are primarily communications based, payment for a grant coordinator as well as weather station for hazardous materials response. Our ordering process will be grouped whenever possible to limit the amount of dispensation the Finance Department has to do.

San Miguel County is able to submit for 5% cost recovery for management and administration (M&A) of the grant, per grant year. This amounts to \$9360 dollars for San Miguel County.

Should you have any questions, please let me know. You can reach me on my cell at 596-3100 or via email at [jenniferd@sanmiguelcounty.org](mailto:jenniferd@sanmiguelcounty.org).

Regards,

A handwritten signature in black ink that reads "Jennifer Dinsmore".

Jennifer Dinsmore  
Emergency Management Coordinator



# COLORADO

Division of Homeland Security  
& Emergency Management

Department of Public Safety

## 2015 HOMELAND SECURITY GRANT PROGRAM APPLICATION

### SECTION A: APPLICANT INFORMATION

1. Select Grant Program	State Homeland Security Program (SHSP)
2. Region	West
3. FEIN #	84-6000806
4. Applicant Agency	San Miguel County
5. Address 1	333 W. Colorado Ave
Address 2	PO Box 1170
City & State	Telluride, CO
Zip	81435
6. Total Funds Requested	187,203

**\*\*\* DRAFT Application Is Due by 0/00/0000 COB (electronic copy only) \*\*\***

**\*\*\* FINAL Application Is Due by 0/00/0000 12:00 noon \*\*\***

**(Submit one signed original application and an electronic version of your application)**

**Submit to:**

**Ezzie Michaels**

**ezzie.michaels@state.co.us**

**720.852.6607**

**Division of Homeland Security and Emergency Management**

**9195 E. Mineral Avenue, Suite 200**

**Centennial, CO 80112-3549**



**SECTION B: SIGNATURE PAGE**

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 Joan May  
 Title Chairperson, Board of County Commissioners  
 Agency San Miguel County  
 Mailing Address P.O. Box 1170  
 City Telluride State CO Zip Code 81435  
 Telephone # 970-728-3844  
 Email Address [joanm@sanmiguelcountyco.gov](mailto:joanm@sanmiguelcountyco.gov)  
 Signature *Joan May* Date 4-21-15

**2. Fiscal Agent (Financial Officer)**

Name Ramona Rummel  
 Title Finance Manager  
 Agency San Miguel County  
 Mailing Address P.O. Box 486  
 City Norwood State CO Zip Code 81423  
 Telephone # 970-327-4885  
 Email Address [ramonar@sanmiguelcounty.org](mailto:ramonar@sanmiguelcounty.org)  
 Signature *Ramona Rummel* Date 4-17-15

**3. Regional Coordinator**

Name Jennifer Dinsmore  
 Title Acting West Region Chair and Coordinator, Emergency Mgmt Coord.  
 Agency San Miguel County Sheriff's Office  
 Mailing Address 684 CR 63L  
 City Telluride State CO Zip Code 81423  
 Telephone # 970-596-3100  
 Email Address [jenniferd@sanmiguelcounty.org](mailto:jenniferd@sanmiguelcounty.org)  
 Signature *Jennifer Dinsmore* Date 4/15/2015

**4. Chair of Regional Board of Directors**

Name Scott Morrill  
 Title Vice Chairperson, West Region  
 Agency Gunnison County Emergency Management  
 Mailing Address 510 W. Bidwell Ave  
 City Gunnison State CO Zip Code 81230  
 Telephone # 970-275-1370  
 Email Address [smorrill@gunnisoncounty.org](mailto:smorrill@gunnisoncounty.org)  
 Signature \_\_\_\_\_ Date 4/15/2015



**COLORADO**

Division of Homeland Security & Emergency Management  
Department of Public Safety

**2015 HOMELAND SECURITY GRANT PROGRAM APPLICATION**

**SECTION C: CERTIFICATIONS**

**CERTIFICATION OF COMPLIANCE WITH REGULATIONS  
OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS  
for Subgrants Issued By The  
Division of Homeland Security and Emergency Management**

**INSTRUCTIONS: Identify the person who is responsible for reporting civil rights and check the certification box that applies to your agency. The authorized person must sign this form**

**Subgrantee Name (Fiscal Agent or Applicant Agency)** SAN MIGUEL COUNTY

**Address** 333 W. COLORADO AVE, PO BOX 1170  
TELLURIDE, CO 81435

**Authorized Official Name** JOAN MAY

**Phone Number** 970-728-3844

**Name of Authorized Official for reporting civil rights findings of discrimination** STEFANI CONLEY

**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 SUBGRANT RECIPIENTS:** All subgrant recipients (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: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 et seq.; our 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:** Check one appropriate box (A, B, C1 or C2 below) that applies to this subgrantee agency during the period of the grant duration noted above.

<input type="checkbox"/>	<b>CERTIFICATION "A" (NO EEOP IS REQUIRED if (1), (2) or (3) below applies.)</b> This is the Certification that most non-profits and small agencies will use. More than one may apply.
--------------------------	--

This funded entity 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, and

(1) is an educational, medical or non-profit institution or an Indian Tribe; and/or

(2) has fewer than 50 employees; and/or

(3) was awarded through this grant from the Division of Homeland Security and Emergency Management less than \$25,000 from the U.S. Office of Domestic Preparedness.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301, et seq.

<input checked="" type="checkbox"/>	<b>CERTIFICATION "B" (EEOP MUST BE ON FILE)</b>
-------------------------------------	---

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.

<input type="checkbox"/>	<b>CERTIFICATION "C1" (EEOP MUST BE ON FILE)</b>
--------------------------	--

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 \$500,000 in federal U.S. Office of Domestic Preparedness, but, 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.

<input type="checkbox"/>	<b>CERTIFICATION "C2" (EEOP MUST BE ON FILE)</b>
--------------------------	--

This funded entity, having 50 or more employees, has been awarded more than \$1 million cumulatively from all programs administered by the U.S. Department of Justice, including this subgrant from the Division of Homeland Security and Emergency Management, over an 18-month period that includes the above grant duration period.

Therefore, I hereby certify that the funded entity will submit, with the Homeland Security application, an EEOP or an EEOP Short Form, which will include a section specifically analyzing the subgrantee (implementing) agency.

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.

	Date
Authorized Official's Signature	
	Title
Typed Name	



**SECTION D: REGIONAL OVERVIEW**

Regional/Agency description and investment prioritization process:

The West All Hazards Region consists of six contiguous counties on the Western Slope of Colorado. Montrose, Delta, Gunnison, Hinsdale, Ouray, and San Miguel Counties are surrounded by mountain ranges and wilderness in all directions. Although geographically isolated, the abundant natural resources fuel the local economies through tourist-based activities. At times, the population of many of these towns doubles with a change in seasons. According to our regional Transportation Security Administration, our region (including the Grand Junction service area) can see over one million passengers annually.

Agriculture and collection/use of our natural resources (including natural gas, coal, and soon to be uranium) are the other main economic drivers for the region. The counties in the region span a large geographical area. To drive from one end of Montrose County to the other takes over 2 1/2 hours and can be treacherous. The County of Montrose (2008 population: est. 40,539) serves as the hub for the surrounding five counties and all the numerous communities therein.

Regional Coordination: The emergency managers/coordinators from each of the six counties make up the West All Hazard Emergency Management Region Board. The emergency managers rank grant funding requests for their respective counties in order of priority. Each ranked request is vetted by the Coordinator and/or Board Officers for eligibility and then is added to the grant funding request list for the region. Decisions are based on consensus and judged on the following: county priority, project impact (county or regional), increase in capability, cost to benefit analysis, sustainability and whether or not it has been requested previously. The application is then drafted based on our joint priorities and budget constraints.



**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 \$25,000.00 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	HSGP	Grant Year	2015
Award Number	15SHS16WR		
Subrecipient Legal Name	San Miguel County		
Subrecipient Address	PO Box 1170 / 305 W. Colorado		
Subrecipient City	Telluride	County	San Miguel
Subrecipient State	Colorado	Subrecipient Zip Code	81435-1170
Subrecipient DUNS + 4	000001485-6074	Parent Organization DUNS # if applicable	

**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	81435-0000
	Congressional District (can be found at <a href="http://www.house.gov">www.house.gov</a> )		81435-03

**System for Award Management (SAM)**

	<i>Check One</i>		
Is Subrecipient Registered at System for Award Management (SAM)? (register at <a href="http://www.sam.gov">www.sam.gov</a> )	<input checked="" type="checkbox"/>	YES	NO

**Compensation for Top Five Executives**

80% or more of the subrecipient prior year annual gross revenues are from Federal awards?	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
\$25 million or more of the subrecipient annual gross revenues are from federal funds?	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
The public does <b>NOT</b> 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?	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO

**\*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		Compensation Amount	
2. Official Name		Compensation Amount	
3. Official Name		Compensation Amount	
4. Official Name		Compensation Amount	
5. Official Name		Compensation Amount	

**Project Description (up to 4,000 characters)**

The West Region is seeking funding for Communications Equipment, Emergency Weather Station, and Coordinator Expenses

**Signature**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

By signing above, I certify that the information contained in this FFATA data report is complete and accurate to the best of my knowledge.



**2015 Homeland Security Grant Program**

**PROJECT 1**

1. Region: West

2. Applicant Agency: San Miguel County

3. Grant Program: State Homeland Security Program (SHSP)

**PROJECT NARRATIVE**

4. Project Title: Communication Equipment

5. Project Zip Code Location: 81435

6. Brief Project Summary  
 This project will purchase needed interoperable communications equipment. Counties are capable of and prepared to maintain the equipment received. All equipment is P25 compatible

**CORE CAPABILITIES and STATE HOMELAND SECURITY STRATEGIC FRAMEWORK**

7. Core Capabilities by Mission Area

A. Mission Area Response

B. Core Capability Operational Coordination

C. Project Type Develop / enhance interoperable communications systems

D. Investment Supported Communications

E. Does this Project support a previously awarded investment Yes

F. Capability Building Build

G. Deployable Yes

H. Sharable Yes

I. Does this project support a NIMS typed resource? No

If entered 'Yes' to question I, enter information for questions J and K using the following link: <https://rilt.ptaccenter.org/Public> otherwise leave blank

J. Enter the name of the typed resources from the Resource Type Library Tool

K. Enter the ID of the typed resource from the Resource Type Library Tool

8. Goals and Strategies (identify at least 1 goal and 1 strategy in the State Homeland Security Strategic Framework supported by this investment)

1. Goal Goal2

A. Strategy Strategy c - Bring together all sectors needed to create resilient Colorado Communities (Government, NGOs, private sector)

B. Strategy Strategy f - Ensure that sufficient resources are focused on individual, community, and business preparedness for All-Hazards incidents State of Colo

C. Strategy

2. Goal (if applicable)

A. Strategy

B. Strategy

C. Strategy

Applicant Region: West Agency: San Miguel County  
 Grant Program: State Homeland Security Program (SHSP)  
 Project Number: 1 Project Type: Baseline  
 Project Title: Communication Equipment

**Budget Summary**

**Total Project Request**

Planning	\$ -
Organization	\$ -
Equipment	\$ 157,954.95
Training	\$ -
Exercise	\$ -
<b>Total</b>	<b>\$ 157,954.95</b>

Line Item	Specific Jurisdiction	Expenditure Description	AEL #	LETPA	EHP	Personnel Activity	Quantity	Unit Cost	Total
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**Solution Area: PLANNING**

1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
<b>Subtotal:</b>									<b>\$ -</b>

**Solution Area: ORGANIZATION**

1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
<b>Subtotal:</b>									<b>\$ -</b>

**Solution Area: EQUIPMENT**

1	San Miguel	800MHz Radio Portable	06CP-01-PORT	Yes	No	No	21.00	1,797.50	\$ 37,747.50
2	Delta	800MHz Radio Mobile	06CP-01-MOBL	Yes	No	No	5.00	1,753.75	\$ 8,768.75
3	Gunnison	800MHz Radio Mobile	06CP-01-MOBL	Yes	No	No	11.00	1,753.75	\$ 19,291.25
4	Gunnison	800MHz Radio Portable	06CP-01-PORT	Yes	No	No	20.00	1,797.50	\$ 35,950.00
5	Delta	800MHz Radio Portable	06CP-01-PORT	Yes	No	No	7.00	1,797.50	\$ 12,582.50
6	Gunnison	VHF Radio Portable	06CP-01-PORT	Yes	No	No	13.00	740.00	\$ 9,620.00
7	Gunnison	VHF Pagers	13IT-00-ALRT	No	No	No	9.00	340.00	\$ 3,060.00
8	Gunnison	VHF Radio Mobile	06CP-01-MOBL	Yes	No	No	6.00	1,297.70	\$ 7,786.20
9	Ouray	800MHz Radio Mobile	06CP-01-MOBL	Yes	No	No	5.00	1,753.75	\$ 8,768.75
10	Ouray	800MHz Radio Portable	06CP-01-PORT	Yes	No	No	8.00	1,797.50	\$ 14,380.00
<b>Subtotal:</b>									<b>\$ 157,954.95</b>

**Solution Area: TRAINING**

DHS Course #

1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
<b>Subtotal:</b>									<b>\$ -</b>

**Solution Area: EXERCISE**

1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
<b>Subtotal:</b>									<b>\$ -</b>



**PROJECT 2**

1. Region:

2. Applicant Agency:

3. Grant Program:

**PROJECT NARRATIVE**

4. Project Title:

5. Project Zip Code Location

**6. Brief Project Summary**  
 Overall, this position serves as a grant management resource to the counties and assists in the improvement of the following capabilities: Planning, Communications, Citizen Preparedness, Threat & Hazard Identification, and as well as many others. This project includes wage compensation and expenses for a Homeland Security Coordinator, as defined in the grant guidance, to serve as the central point of contact and act as a liaison for the purposes of grant management for the West Region. The Coordinator is required to perform the following functions as directed by the West All Hazard Emergency Management Region Executive Board: maintain grant files and records; manage inventories; complete reports for submission along with the fiscal agent and manage projects; facilitate the development of grant applications and other assessments as required; collect and maintain equipment inventory, collect and maintain resource assessments; facilitate update of regional plans; and provide administrative and logistical support to the Executive Board and committees as well as the fiscal agent.

Compensation and expenses for a Homeland Security Coordinator, as defined in the grant guidance, to serve as the central point of contact and act as a liaison for the purposes of grant management for the West Region.

The Coordinator is required to perform the following functions as directed by the West All Hazard Emergency Management Region Executive Board: maintain grant files and records; manage inventories; complete reports for submission along with the fiscal agent and manage projects; facilitate the development of grant applications and other assessments as required; collect and maintain equipment inventory, collect and maintain resource assessments; facilitate update of regional plans; and provide administrative and logistical support to the Executive Board and committees as well as the fiscal agent.

A. Mission Area

B. Core Capability

C. Project Type

D. Investment Supported

E. Does this Project support a previously awarded investment

F. Capability Building

G. Deployable

H. Sharable

I. Does this project support a NIMS typed resource?

If entered 'Yes' to question I, enter information for questions J and K using the following link: otherwise leave blank <https://rtlt.ptaccenter.org/Public>

J. Enter the name of the typed resources from the Resource Type Library Tool

K. Enter the ID of the typed resource from the Resource Type Library Tool

**8. Goals and Strategies (identify at least 1 goal and 1 strategy in the State Homeland Security Strategic Framework supported by this investment)**

1. Goal

A. Strategy

B. Strategy

C. Strategy

2. Goal (if applicable)

A. Strategy

B. Strategy

C. Strategy

Applicant Region: West Agency:   
 Grant Program: State Homeland Security Program (SHSP)   
 Project Number: 2 Project Type: Baseline   
 Project Title: West Region Grant Coordinator

**Budget Summary**

**Total Project Request**

Planning	\$ 11,761.05
Organization	\$ -
Equipment	\$ -
Training	\$ -
Exercise	\$ -
<b>Total</b>	<b>\$ 11,761.05</b>

Line Item	Specific Jurisdiction	Expenditure Description	AEL #	LETPA	EHP	Personnel Activity	Quantity	Unit Cost	Total
<b>Solution Area: PLANNING</b>									
1	West Region	Coordinator Contract (one year)		No	No	Yes	1.00	10,500.00	\$ 10,500.00
2	West Region	Coordinator Expenses including travel to meetings and conferences		No	No	Yes	1.00	1,261.05	\$ 1,261.05
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
<b>Subtotal:</b>									<b>\$ 11,761.05</b>
<b>Solution Area: ORGANIZATION</b>									
1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
<b>Subtotal:</b>									<b>\$ -</b>
<b>Solution Area: EQUIPMENT</b>									
1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
<b>Subtotal:</b>									<b>\$ -</b>
<b>Solution Area: TRAINING</b>									
			DHS Course #						
1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
<b>Subtotal:</b>									<b>\$ -</b>
<b>Solution Area: EXERCISE</b>									
1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
<b>Subtotal:</b>									<b>\$ -</b>



**2015 Homeland Security Grant Program**

**PROJECT 3**

1. Region: West  
 2. Applicant Agency: San Miguel County  
 3. Grant Program: State Homeland Security Program (SHSP)

**PROJECT NARRATIVE**

4. Project Title: Mobile Emergency Response Weather Station  
 5. Project Zip Code Location: 81435  
 6. Brief Project Summary  
 To provide on scene, real time weather monitoring capability for HazMat, wildland, structure and other emergency responses within the Telluride Fire Protection District and in support of response agencies within San Miguel County and the region. No such capacity exists in the response area. Given the topography, National Weather Service (NWS) products cannot always provide needed scene location specific information. Additionally, limited cell phone coverage often does not permit access to AWOS or NWS from the scene by the internet. When 800MHz coverage to a dispatch center is available, dispatch staffing levels usually does not allow close weather monitoring, updating and alerting to the scene. The needed capacity and functionality provided by this on scene weather station would improve responder safety and effectiveness and in turn enhance conservation of life, property and the environment.

**CORE CAPABILITIES and STATE HOMELAND SECURITY STRATEGIC FRAMEWORK**

7. Core Capabilities by Mission Area

A. Mission Area Response  
 B. Core Capability Environmental Response/Health and Safety  
 C. Project Type Enhance capabilities to respond to all-hazard events  
 D. Investment Supported Responder Safety & Health  
 E. Does this Project support a previously awarded investment No  
 F. Capability Building Build  
 G. Deployable Yes  
 H. Sharable Yes  
 I. Does this project support a NIMS typed resource? Yes

If entered 'Yes' to question I, enter information for questions J and K using the following link: otherwise leave blank <https://rtl.ptacccenter.org/Public>

J. Enter the name of the typed resources from the Resource Type Library Tool Engine  
 K. Enter the ID of the typed resource from the Resource Type Library Tool 4-508-1117

8. Goals and Strategies (identify at least 1 goal and 1 strategy in the State Homeland Security Strategic Framework supported by this investment)

1. Goal Goal1  
 A. Strategy Strategy c - Mitigate identified risks  
 B. Strategy  
 C. Strategy  
 2. Goal (if applicable)  
 A. Strategy  
 B. Strategy



Applicant Region: West Agency: San Miguel County  
 Grant Program: State Homeland Security Program (SHSP)  
 Project Number: 3 Project Type: Baseline  
 Project Title: Mobile Emergency Response Weather Station

**Budget Summary**

**Total Project Request**

Planning	\$	-
Organization	\$	-
Equipment	\$	8,127.00
Training	\$	-
Exercise	\$	-
<b>Total</b>	<b>\$</b>	<b>8,127.00</b>

Line Item	Specific Jurisdiction	Expenditure Description	AEL #	LETPA	EHP	Personnel Activity	Quantity	Unit Cost	Total
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**Solution Area: PLANNING**

1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
<b>Subtotal:</b>									<b>\$ -</b>

**Solution Area: ORGANIZATION**

1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
<b>Subtotal:</b>									<b>\$ -</b>

**Solution Area: EQUIPMENT**

1	San Miguel	Mobile Emergency Response Weather Station	07SE-03-ENVS	No	No	No	1.00	8,127.00	\$ 8,127.00
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
<b>Subtotal:</b>									<b>\$ 8,127.00</b>

**Solution Area: TRAINING**

			DHS Course #						
1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
<b>Subtotal:</b>									<b>\$ -</b>

**Solution Area: EXERCISE**

1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
<b>Subtotal:</b>									<b>\$ -</b>



**COLORADO**

Division of Homeland Security & Emergency Management  
Department of Public Safety

**2015 HOMELAND SECURITY GRANT PROGRAM**

**M&A**

1. Region/Agency:

3. Grant Program:

**M&A NARRATIVE**

4. Description of M&A for which funds are being requested  
Personnel Salary and Benefit Reimbursement for Financial & Project Management Activities (includes audit)

Applicant Region:

Grant Program:

Project Number:

Maximum Allowable M&A \$

Line Item	Specific Jurisdiction	Expenditure Description	AEL #	LETPA	EHP	Personnel Activity	Quantity	Unit Cost	TOTALS
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**Solution Area: Management and Administration**

1	San Miguel	Personnel Salary and Benefit Reimbursement for Financial & Project Management Activities (includes audit)		No	No	Yes	1.0	\$ 9,360.00	\$ 9,360.00
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
11									\$ -
12									\$ -
13									\$ -
14									\$ -
15									\$ -
<b>SUBTOTAL:</b>									\$ 9,360.00



**COLORADO**

Division of Homeland Security & Emergency Management

Department of Public Safety

**2015 HOMELAND SECURITY GRANT PROGRAM**

**Budget Summary**

Region/Agency: West

Applicant Agency: San Miguel County

Grant Program: State Homeland Security Program (SHSP)

	Project Type	Planning	Organization	Equipment	Training	Exercise	Project Total	
Project 1	Baseline	\$ -	\$ -	\$ 157,954.95	\$ -	\$ -	\$ 157,954.95	
Project 2	Baseline	\$ 11,761.05	\$ -		\$ -	\$ -	\$ 11,761.05	
Project 3	Baseline	\$ -	\$ -	\$ 8,127.00	\$ -	\$ -	\$ 8,127.00	
Project 4	Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Project 5	Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Project 6	Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Project 7	Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Project 8	Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Project 9	Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Project 10	Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	<b>total</b>	\$ 11,761.05	\$ -	\$ 166,081.95	\$ -	\$ -		
							<b>Total Projects</b>	<b>\$ 177,843.00</b>
							<b>Total M&amp;A</b>	<b>\$ 9,360.00</b>
							<b>Total Grant</b>	<b>\$ 187,203.00</b>

Allowable M&A \$ 9,360.00

# Memorandum

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**To:** San Miguel County Board of County Commissioners

**From:** Nina Kothe – BOCC Administrative Assistant

**Date:** 3/25/2015

**Re:** Appointment to the County Historical Commission

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Open seats on the San Miguel County Historical Commission have been advertised. Ted Smith has expressed interest in appointment for a two year term. Ted's email is attached. Please consider this appointment and if favorable make the following motion:

Move to appoint Ted Wilson to the San Miguel Historical Commission for a term of two years with the term ending on 4/1/17.

**Subject:** County Historical Commission - Appointment  
**From:** Ted Wilson (tbonewilson@hotmail.com)  
**To:** ninak@sanmiguelcounty.org;  
**Date:** Sunday, March 22, 2015 8:39 PM

Hi Nina,

Please find attached my letter to the county commissioners, requesting an appointment to the San Miguel County Historical Commission.

Thanks much,  
Ted

Ted Wilson  
Festival Director  
Telluride Horror Show  
P.O. Box 182  
Telluride, CO 81435  
970-708-3906 Cell  
<http://www.telluridehorrorshow.com>  
<http://www.facebook.com/telluridehorror>  
*"20 Coolest Film Festivals", MovieMaker Magazine.*  
*"13 Horror Film Festivals To Die For", MovieMaker Magazine.*

**smrc proclamation**

1 message

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**Executive Director** <directorsmrc@gmail.com>

Wed, Apr 22, 2015 at 1:09 PM

To: johnh@sanmiguelcounty.org

Hi John,

I've attached the proclamation for Sexual Assault Awareness Month, hoping the commissioners can incorporate it into their May meeting. Please let me know if this is possible and when the meeting will be so that I can be there when they read it. Thank you!

Melanie Montoya

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**SAAM proclamation.2015.SMCounty.doc**

30K

**Proclamation of the Board of Commissioners of San Miguel County, Colorado,  
Proclaiming May 2015 Sexual Assault Awareness Month**

**Proclamation #2015- 1**

**WHEREAS**, sexual assault affects everyone - men, women, children, families, and communities of all racial, cultural, and economic backgrounds; and

**WHEREAS**, one in four girls and one in seven boys will be sexually assaulted before they are old enough to vote; and

**WHEREAS**, sexual assault causes enormous psychological, emotional, and physical suffering, severely disrupting the quality of personal and community life and shattering dreams; and

**WHEREAS**, sexual assault affects each of us in San Miguel County - as a victim/survivor or as a friend, family member, significant other, neighbor or co-worker of a victim/survivor; and

**WHEREAS**, many citizens in San Miguel County are working to provide quality services and assistance to sexual assault survivors by serving as volunteer advocates and staffing the San Miguel Resource Center 24-hour crisis hotline, responding to emergency calls, and offering support, comfort, and advocacy during medical exams, criminal proceedings, and throughout the healing and recovery process; and

**WHEREAS**, it is vitally important that continued educational efforts to provide information about prevention and services for sexual assault be supported and enhanced; and

**WHEREAS**, it is critical to intensify public awareness of sexual assault, educate our communities about the need for citizen involvement in efforts to reduce sexual violence, and increase support for the agencies providing sexual assault services; and

**WHEREAS**, the San Miguel Resource Center requests public support and assistance as it continues to work toward a society where all women, children, and men can live in peace, free from violence and exploitation;

**NOW THEREFORE**, We the County Commissioners of San Miguel County do hereby proclaim the month of May 2015 as **Sexual Assault Awareness Month** in San Miguel County. We recognize that sexual assault victim/survivors in San Miguel County deserve the availability of quality services in our community; we support victim/survivors, their families and friends; and we honor the dedicated individuals who provide San Miguel County residents with crisis intervention, prevention education, and victim/survivor advocacy. We commend this observance to all citizens.

**APPROVED** this 6th day of May, 2015, by the San Miguel County Board of Commissioners of San Miguel County, Colorado, at a public meeting held in Telluride, Colorado.

ATTEST:

**SAN MIGUEL COUNTY  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
John Huebner, Chief Deputy Clerk

By: \_\_\_\_\_  
Joan May, Chair

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## Dolores River Restoration Partnership, BOCC consideration of MOU

1 message

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**Peter Mueller** <pmueller@tnc.org>

Mon, Apr 20, 2015 at 3:58 PM

To: "John Huebner (johnh@sanmiguelcounty.org)" <johnh@sanmiguelcounty.org>

John,

Can you help put me on the schedule for a BOCC meeting to update the commissioners on the work being done by the Dolores River Restoration Partnership? I'd like to get the BOCC to sign on to the continuation of the MOU which formalizes the support of Partnership restoration activities on the Dolores River, but has no obligation to provide financial or personnel resources.

If you could give me a couple of times, that would be helpful.

And, here is the new MOU, the old one and our Annual Report for 2014.

Thanks, Peter

Please consider the environment before printing this email

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**Peter Mueller**  
SW Colorado Project Director

[pmueller@tnc.org](mailto:pmueller@tnc.org)  
(970) 708-1368 (Cell)

**The Nature Conservancy**

2424 Spruce Street  
Boulder, CO 80302



[nature.org](http://nature.org)

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### 3 attachments

 **Dolores River Restoration Partnership\_MOU\_03\_30\_2015.doc**  
96K

 **2014 DRRP Annual Report.pdf**  
7821K



A PUBLIC - PRIVATE COLLABORATION

## 2014 ANNUAL REPORT



A public-private collaboration, the Dolores River Restoration Partnership (DRRP) is working across two states, four Bureau of Land Management (BLM) Field Offices, five counties, more than 20 participating private lands, and nearly 200 miles of the Dolores River to restore an impaired riparian corridor to a healthier system. Based on collective efforts to date, more than 1,140 acres of the riparian corridor are now dominated by native plant species, providing better habitat for wildlife, forage for livestock, and accessible river-side areas for people to recreate in Colorado and Utah.

In 2014, the DRRP built upon an important recognition: that we needed to protect our shared restoration investment of dollars, time, and good working relationships. To do so, we developed and approved the DRRP Transition Plan for Long-Term Monitoring and Maintenance.

This Transition Plan sets forth the direction for long-term fundraising, strategic communications, streamlined governance, and on-the-ground monitoring and maintenance practices needed to bolster the resilience, diversity, and health of the Dolores River's riparian corridor from 2015 - 2019. As you will see in the coming pages, we have already taken key steps towards implementing the DRRP Transition Plan.

And as anyone who attended a partnership meeting or drove along Highway 141 in Colorado can attest, this was another big year for on-the-ground work. We saw new restoration projects initiated on public and private lands. We also saw other project sites—after years of intense restoration and monitoring efforts—restored to a healthy composition of native vegetation.

It was also a big year beyond the restoration projects: the DRRP installed an educational interpretive trail, received the Colorado Collaboration Award, and published a manuscript that will share our lessons learned with an international community of restoration practitioners. Thanks for all your earnest efforts and support!

## 2014 Recipients of the Colorado Collaboration Award

On October 6th, several DRRP partners attended the Colorado Nonprofit Association's annual conference in Denver to receive the 2014 Colorado Collaboration Award. Administered by the Colorado Nonprofit Association, the state-wide award "recognizes an outstanding collaboration" based on the following six criteria: depth of collaboration; significant impact and community benefits; innovative responsiveness to a specific challenge or opportunity; serves as a model that can be replicated; effective community engagement; and collaborative and nonprofit best practices.

The Colorado Collaboration Award includes an impressive \$50,000 award, which the partnership will leverage to support long-term stewardship of the Dolores River. After receiving the award in front of 800 members of Colorado's non-profit community, these partners held a workshop at the conference to discuss the challenges, successes, and lessons learned from initiating and sustaining effective collaboration.

During the fall partnership meeting at the Tres Rios BLM Field Office, the DRRP celebrated the award with sparkling cider and a hearty toast.

*"The Dolores River Restoration Partnership is an outstanding example of how nonprofits, businesses, and government agencies are working together. Collaborating isn't always easy. It takes a lot of work and commitment, but when we get together and identify our common goals, we can accomplish remarkable things." — Renny Fagan, President & CEO of the Colorado Nonprofit Association*



**From left to right:**

*Harry Bruell of Conservation Legacy, Bruce Rittenhouse of BLM's Colorado State Office, Mike Wight of Southwest Conservation Corps, Daniel Oppenheimer of Tamarisk Coalition, Lori Armstrong of BLM's Colorado SW District, Rusty Lloyd of Tamarisk Coalition, and Peter Mueller of The Nature Conservancy receive the 2014 Colorado Collaboration Award on behalf of the partnership.*



### Special thanks to our 2014 funders:

**AmeriCorps, Bureau of Land Management, Colorado Water Conservation Board, Desert Ecosystem Analysis & Restoration, Hendricks Charitable Foundation, National Fish and Wildlife Foundation, Species Conservation Trust, Utah Watershed Restoration Initiative, and the Walton Family Foundation.**

**Without your support, this collaborative effort simply would not be possible.**

## Ecological Goals: Increasing Healthy Riparian Plant Communities

Completing our sixth year of intensive implementation, the DRRP had many skilled hands working throughout the year to enhance riverside habitat. Starting in January with the Cottonwood Suitability Assessment, two Southwest Conservation Corps interns worked with a local contractor, Stan Young, and his Kubota excavator to test soil and water conditions at more than 20 sites to identify suitable places to plant cottonwood poles—together, they planted 116 trees and installed 7 groundwater monitoring wells along the way.

As the temperatures warmed, our restoration efforts moved into full swing. Five Conservation Corps crews and two strike teams of interns, eight local contractors, dozens of dedicated private landowners and public land managers, and 97 volunteers embarked on what was one of our most productive years, completing restoration treatments totaling a combined **1,382** acres. Just a few years ago, this enormous sum would have been inconceivable. As our partnership has matured, so too has our ability to deploy a variety of work forces to complete a myriad of restoration treatments.

### Riparian Restoration by the Numbers:

**174** acres of tamarisk stands initially treated by Corps crews and volunteers

**576** acres of tamarisk resprouts treated by agency staff and strike teams of interns

**83** acres where private landowners, volunteers, agency staff, and Corps crews planted and seeded native grasses, forbs, shrubs, and trees

**549** acres of secondary weeds (e.g. Russian knapweed) treated by strike teams, private landowners, private contractors, and agency staff

**1,146** acres on public and private lands where native or desirable plants have been restored to a healthy composition



*Working with the Moab BLM and Wildland Scapes LLC, Canyon Country Youth Corps plants 2,000 native shrubs and grass plugs at Roberts Bottom in Utah.*

*Altogether, since 2010, the DRRP has planted and seeded native and desirable species on nearly 350 acres of public and private lands along the Dolores River.*

***"This sort of conservation work is something that I can be proud of in the future. To be able to bring my kids back in two decades and see the impact that we had restoring the balance of the Dolores River is priceless." – Mark Ahlijanian, 2014 Canyon Country Youth Corp Crew Leader***

## Social Goals: Supporting Youth, Enhancing Public Safety and Aesthetics

Consistent with our commitment to the next generation of stewards, we created 49 opportunities for youth and young adults through 8-person Conservation Corps crews as well as small strike teams comprised of interns. These teams were paired with BLM land managers, who provided project oversight, mentoring, and advanced training.

**13,400** the number of hours these 49 young individuals contributed to restoring the Dolores River

**130** the average number of hours of training that each Corps member received

**\$64,985** the total amount of AmeriCorps education awards that 35 of these individuals garnered

**542** the number of hours of service that volunteers manually treated tamarisk, hand-pulled kochia, and planted native grasses and shrubs

To date, we have reduced tamarisk fuel loads and associated risks of wildfire around more than a dozen structures ranging from homes to a water treatment plant to a developed camp site at the Rio Mesa Center. This year, we extended fuels reduction by three more miles along the Unaweep-Tabeguache Scenic and Historic Byway. Restoration work along this Scenic Byway has, in turn, significantly enhanced the aesthetics for out-of-state tourists and locals by revealing the river and scenic vistas previously concealed by dense stands of tamarisk.

*“Reflecting on the areas where tamarisk has been cleared along the byway, I envision native plants and wildflowers filling in these sites, adding new value to the landscape and vistas.” – Chris Miller, Executive Director, Interpretive Association of Western Colorado*



*A Western Colorado Conservation Corps crew plans their approach for treating tamarisk near the town of Bedrock, Colorado. To date, 1,280 acres of tamarisk have been removed along the Dolores River and several of its tributaries. Much of this can be attributed to the hard working youth conservation corps programs. From 2009 to 2014, the DRRP has created 238 job opportunities for young stewards.*

## Economic Goals: Connecting to Local Investment and Recreational Opportunities

In addition to creating 49 jobs for Conservation Corps crew members, interns, and strike teams, an additional 14 projects were sourced to local contractors for activities ranging from website maintenance and partnership facilitation to oversight of planting projects and mechanical removal of dense stands of tamarisk.

**\$1,182,800** represents our 2014 economic footprint in terms of the expenditures and partnership in-kind resources invested in the region's economies on the western slope of Colorado and in eastern Utah.

Creating local jobs and investing in regional economies are two key components of our economic goal. The third is improving recreational opportunities along the Dolores River to enhance local enjoyment and encourage tourism.

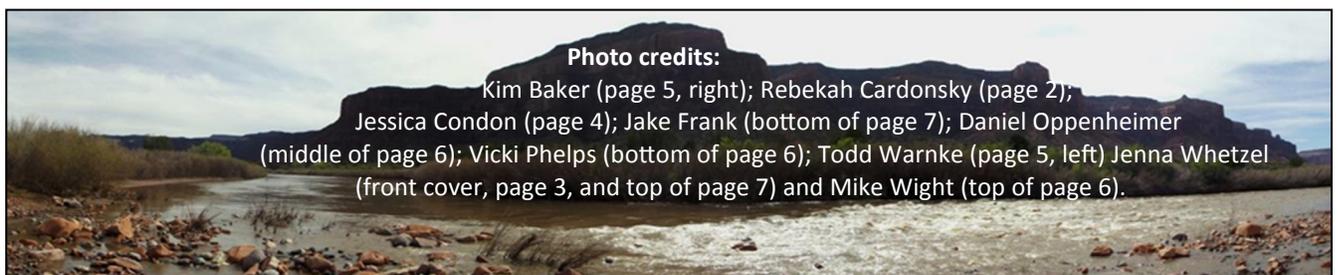


*The Dolores River Interpretive Trail, installed and dedicated in October 2014, is now open to the public! Featuring a series of interpretive signs, the trail traces past the Palisade formation and through beautiful stands of cottonwoods in the town of Gateway.*

Towards this end, the DRRP completed an educational interpretive trail located at the Gateway Canyons Resort. With help from a Southwest Conservation Corp crew, the Resort, and Volunteers for Outdoor Colorado, this multi-year project was completed in fall 2014.

Open to the public, the interpretive trail traces the Dolores River and features seven educational signs with artwork by local artist Paul Gray that highlight the region's plants, wildlife, geology, land use, history, river restoration efforts, and more! On October 25<sup>th</sup>, community members attended the trail dedication and participated in a guided walk with multiple partners. The trail head is located on C.R. 4.1, just off Hwy. 141 in Gateway, Colorado.

In addition to the interpretive trail, the DRRP also enhanced four river-side campsites by clearing out weeds to make these assets once again accessible and inviting to outdoor enthusiasts.



### Photo credits:

Kim Baker (page 5, right); Rebekah Cardonsky (page 2);  
Jessica Condon (page 4); Jake Frank (bottom of page 7); Daniel Oppenheimer  
(middle of page 6); Vicki Phelps (bottom of page 6); Todd Warnke (page 5, left) Jenna Whetzel  
(front cover, page 3, and top of page 7) and Mike Wight (top of page 6).

## Many Thanks!

A public-private partnership as successful as the DRRP fundamentally relies on trust, reciprocity, and good working relationships to achieve shared goals. For this annual report, we wanted to especially thank the 2014 DRRP interns and strike teams; these sharp, highly capable young professionals proved to be great problem solvers, playing invaluable roles in advancing and monitoring restoration projects.



**Left:** Cara Arpino, Katie Birch, and Kristin Maier spent the fall season as the Tres Rios BLM Strike Team.

Katie, center, received her Qualified Supervisor license for pesticide application and led the team of interns in treating Russian knapweed and tamarisk resprouts. She also worked with fellow intern, Marlee Canada (not pictured), to conduct rapid monitoring throughout the watershed.

**Right:** Kyle Goddard and Louis Hotchkiss, interns through the Western Colorado Conservation Corps and BLM-Grand Junction Field Office, cut through large stands of tamarisk with sharp chains, modesty, and a steadfast sense of good humor.

Living on a participating landowner's ranch along the Dolores River for multiple seasons, these guys have seen it all: hungry black bears seeking out fruiting New Mexico Privet, startled pack rats roused by chain saws, and even two curious mountain goats that had wandered down from the La Salle Mountains.



**Left:** Theresa Ruswick and Kelly O'Neill, interns with Southwest Conservation Corps, test soil and water conditions to identify suitable sites for planting over 100 cottonwood trees along the Dolores River.

The protocol that they implemented for assessing suitability for planting cottonwoods has already been widely shared and generated lots of interest from restoration practitioners in several other watersheds.

To learn more and get involved, visit the DRRP website <http://ocs.fortlewis.edu/drrp/> or contact Daniel Oppenheimer, Restoration Coordinator, at [doppenheimer@tamariskcoalition.org](mailto:doppenheimer@tamariskcoalition.org).

## Management Goals: Learning, Sharing, and Improving

Building on lessons learned is the essence of the DRRP's management goal, to improve the likelihood of long-term, large-scale success. We have pursued this process-based goal in a variety of ways. Some highlights from this year include:

- Held annual Implementation Subcommittee meeting for 23 practitioners to share lessons learned
- Organized six site visits for partners to conduct collaborative planning and problem solving
- Seven partners co-authored a peer-reviewed manuscript in the Society for Ecological Restoration's journal, *Restoration Ecology*, on lessons learned around planning, governance, monitoring, and collective learning to inform collaborative restoration in other watersheds
- Hosted a Plant Identification workshop in Bedrock, Colorado for 30 community members
- Participated in two workshops of the Cross-Watershed Network, sharing our lessons learned with other watershed partnerships



*At the fall 2014 biannual meeting in Dolores, Colorado, partners are all smiles after celebrating the year's accomplishments and opportunities that lie ahead.*

## Looking to the Future

In 2015, here are a few items to anticipate:

- Many restoration sites will transition from highly intensive project implementation to less intensive monitoring and maintenance, paving the way for highly mobile strike teams.
- A new Memorandum of Understanding will be signed to affirm partners' commitments to supporting the DRRP Transition Plan for Monitoring and Maintenance.
- Work with several new volunteering private landowners will be initiated.
- A communications plan will be completed to enhance long-term funding strategies, bolster local stewardship programs, keep the partnership motivated, and share lessons learned beyond the Dolores River Basin.
- Several partners will explore the potential for a pilot project to enhance in-stream fish habitat by modifying channel structure where tamarisk has been removed to increase floodplain connectivity.



Visit the DRRP website at <http://ocs.fortlewis.edu/drrp/> to learn more, engage, and support this collaborative effort.

Dolores River Restoration Partnership  
MEMORANDUM OF UNDERSTANDING

Between

Bureau of Land Management (Dolores, Montrose, Grand Junction & Moab Offices);  
State of Colorado Counties of Dolores, Montrose, San Miguel, Mesa;  
State of Utah County of Grand; The Nature Conservancy; Tamarisk Coalition; Walton Family  
Foundation; Rocky Mountain Bird Observatory; Southwest Conservation Corps, Canyon  
Country Conservation Corps, Western Colorado Conservation Corps; Natural Resources  
Conservation Service and Conservation Districts; Colorado Division of Wildlife; Utah Division  
of Wildlife Resources; Colorado Department of Highways; and other agencies and organizations  
as added in the future

**Article 1. Background and Purpose**

The Dolores River is a major river in Western Colorado and Eastern Utah, and an important scenic, recreational, and natural value for the region. The riparian habitat along the river has been degraded by several factors, including invasion of tamarisk and other weeds, and loss of native vegetation in the riparian zone. The invasive species and depleted riparian zone are causing harmful impacts to wildlife habitat, water resources and recreational use along the Dolores River and its tributaries within Dolores, San Miguel, Montrose, and Mesa counties in Colorado, and Grand County in Utah. Local communities, state and federal agencies, non-profit and private companies, and private landowners desire to develop and implement a comprehensive restoration plan for the Dolores River, including a Restoration Action Plan, to address this problem. All parties recognize that the challenge of controlling invasive species and restoration of the Dolores River will be more successful with a coordinated effort utilizing the skills and expertise available through this collaborative effort. An Executive summary of Partnership goals, roles and responsibilities can be found in Attachment 1.

**Article 2. Authority**

The Bureau of Land Management may enter into this MOU under the Federal Land Policy and Management Act of 1976, 43 U.S.C. 1737, Sec 307; The National Environmental Policy Act of 1969, (42 USS 1737) and the Wyden Amendment (16 U.S.C. § 1011(a)).

Mesa County may enter into this MOU under Colorado Revised Statutes 29-1-203 (2010)

**Article 3. Statement of Mutual Benefits**

It is the intent of the Parties to work together to develop and implement a Dolores River Restoration Action Plan (DR-RAP) as a means to return the Dolores River riparian area to native vegetation. The Action Plan (Attachment 1) will:

1. Control non-native invasive tamarisk and other invasive species that directly impact riparian areas
2. Re-vegetate impacted areas with appropriate vegetation
3. Monitor outcomes
4. Identify and implement long-term maintenance strategies

5. Structure educational efforts, conduct outreach and education meeting and workshops to engage private landowners and other partners in the Dolores River restoration effort
6. Identify research needs
7. Identify and help secure funding

The Parties agree to collaborate to provide information and expertise, develop objectives and acceptable strategies to meet the objectives, and share knowledge of best practices for this region. The goal of the plan is to create a self-sustaining healthy riparian habitat along the Dolores River and its major tributaries.

The Parties agree to provide assistance of technical experts, information, and/or input to help in the implementation of the comprehensive Dolores River – Restoration Action Plan. The Parties also agree to meet bi-annually to review projects and activities and to share information and data collected that are permitted to be shared. These meetings may occur at sub-regional levels depending on the status and project level work associated with specific sections of the Dolores River. At least once annually the Parties will meet as an entire group to review project accomplishments and share information and make any necessary updates to the DR-RAP. Current meeting schedule can be found in Attachment 2.

Nothing in this MOU shall obligate the signatory or their agency, community, or organization to obligate or transfer funds.

#### **Article 4. Term of Agreement**

This MOU shall take effect on the date of the final signature and shall be in full force and effect for a period of five (5) years from the last date signed. This MOU may be modified in writing by mutual agreement and signature of all Parties

#### **Article 5. Principal Contacts**

The Principal Contacts for each Party are listed in Attachment 3. This list will be annually updated and/or revised as necessary to keep the contact list current. Principal Contacts will be the primary contact for implementation of this MOU.

(Attachment 3 will list the Principal Contact information—name, title, organization, contact information such as mailing address, email address, phone/fax numbers)

#### **Article 6. Roles and Responsibilities**

The Dolores River Restoration Partnership is made up of representatives of this agreement. In general, the Dolores River Restoration Partnership is supported technically by primary and secondary partners. Primary partners are those who lead and initiate day-to-day activities, monitor progress, and plan future work. They include:

- The Nature Conservancy (TNC) representative provides coordination and assists in the implementation of the Action Plan. The Conservancy is responsible for securing private land owner permissions to allow either contractors or the Conservation Corps groups to

work on private lands. TNC will also provide a facilitator for meetings and information management.

- The Tamarisk Coalition is responsible for the implementation of DR-RAP, and provides technical assistance on various aspects of tamarisk control, revegetation, education, monitoring, and funding opportunities.
- The Conservation Corps Coordinator will help guide implementation of the various Conservation Corps groups.
- BLM Office representative will have lead responsibility for restoration and monitoring efforts on BLM lands.
- The Walton Family Foundation has been an active partner in the development of the DR-RAP and assisting with Partnership resource needs.

Secondary partners are responsible for supporting grant proposals, providing technical assistance, and generally helping advance Partnership goals. They include the following:

- Colorado counties of Dolores, San Miguel, Montrose, and Mesa, and Utah county of Grand pledge their support of grant applications, and to where possible lend support through their County Weed Programs.
- Colorado Division of Wildlife will assist in providing input on restoration activities in areas of critical riparian habitat.
- Utah Division of Wildlife Resources will assist in providing input on restoration activities in areas of critical riparian habitat.
- Natural Resources Conservation Service and Conservation Districts will help identify private land owners, provide input on restoration activities on private land, and offer reimbursed cost-share financial support through the Farm Bill to eligible land owners to assist in Partnership goals.
- Colorado Department of Highways will work with the Partnership to ensure that restoration activities do not interfere with highway safety.
- Rocky Mountain Bird Observatory will work with Partnership to acquire financial leverage facilitating enrollment of eligible private land in restoration activities and Farm Bill programs, outreach to private land owners and local organizations, and to assist with monitoring program effectiveness in critical riparian habitats to ensure that wildlife populations are not compromised by restoration activities.

#### **Article 7. Decision Making, Allocation of Resources**

Decisions of where and how to use funds, whether from private or public sources, will be made on a consensus basis using best available knowledge of site, best applicable technology or human resource, and within the guidelines that may have been given by the funding agency or granting foundation.

The Dolores River Partnership will meet on an bi-annual basis (Attachment 2, meeting schedule) to review the implementation of the Dolores River Restoration Action Plan and determine appropriate funding allocations. The Partnership will also receive reports on the accomplishments of the Partnership Sub-committees.

### **Article 8. Subcommittees**

The following sub-committees have been established to help meet Dolores River Restoration Partnership goals. Sub-committee membership and contact information is detailed in Attachment 4.

- Monitoring and research sub-committee to incorporate adaptive management principals, and to collect, assess, and disseminate monitoring data for use on future projects and to monitor progress toward meeting partnership goals.
- Funding sub-committee to identify and pursue funding options to enhance and leverage existing funding sources.
- Education and outreach sub-committee to identify education and outreach opportunities and appropriate materials.
- Science sub-committee to provide technical advice and to recommend restoration adjustments based on monitoring and adaptive management to include revegetation, beetle data interpretation, land management Best Management Practices and information management.

### **Article 9. Termination**

Any of the Parties, in writing, may terminate their participation in this instrument in whole, or in part, at any time before the date of expiration.

### **Article 10. Required Clauses**

**Civil Rights.** During the performance of this MOU, the Parties will not discriminate against any person because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age or sex.

**Non-fund Obligation Document.** Nothing in this MOU shall obligate any Party to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services or property amount the various Parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by each appropriate authority. This MOU does not provide such authority. Negotiation, execution and administration of each such agreement must comply with all applicable statues and regulations.

**No Proprietary or Confidential Information.** The Parties do not anticipate exchanging any proprietary or confidential information pursuant to this MOU. In the event that the Parties determine it would be beneficial to exchange proprietary or confidential information, the Parties shall negotiate and execute an appropriate nondisclosure agreement governing such exchange.

**No Party.** No legal partnership or agency is established by this MOU. None of the Parties are authorized or empowered to act as an agent, employee or representative of the other party, nor transact business or incur obligations in the name of the other party or for the account of the other party. No Party shall be bound by any acts, representations, or conduct of any other Party.

**Liability.** Each party will be responsible for its own acts and results thereof and shall not be responsible for the acts of the other Parties and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operations of its agents or employees, and for any loss, cost, damage, or expense resulting at any time from failure to exercise proper precautions, of or by itself or its own agents or its own employees pursuant to this MOU.

**Promotions.** The Parties will not publicize or otherwise circulate promotional materials which state or imply endorsement of a product service, or position of this MOU by any of the Parties.

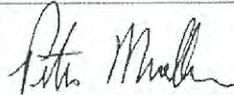
**Publications of Results of Studies.** No party will unilaterally publish a joint publication without consulting the other Parties. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this MOU may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, any one party may publish data after due notice and submission of the proposed manuscripts to the others. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

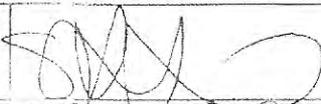
**Establishment of Responsibility.** This instrument is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by one party to this MOU against any of the other Parties.

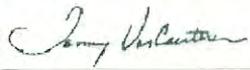
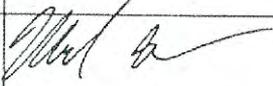
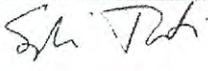
**Article 11. Signatures**

**Authorized Representations** – By signature below, the Parties certify that the individuals listed in Attachment 3 as representatives of the Parties, are authorized to act in their respective areas for matters related to this MOU.

In witness hereof, the Parties hereto have executed this MOU on the dates set forth below. (For each signatory agency, please provide for your agency the name and title of each signatory party so this list can be finalized.)

Organization	Representative	Signature	Date
The Nature Conservancy	Peter Mueller		March 29, 2011

The Tamarisk Coalition	Stacy Kolegas		3/29/11
Bureau of Land Management Dolores Field Office	BILL DUNKELBOSCH ASSOCIATE CENTER MANAGER		9/19/2011
Bureau of Land Management Uncompahgre Field Office	Barbara Sharrow	Barbara Sharrow	3-29-11
Bureau of Land Management Grand Junction Field Office	Catherine Robertson	Catherine Robertson	3/29/11
Bureau of Land Management Moab Field Office	Jeffrey R. Smith	Jeffrey R. Smith	3/29/11
Walton Family Foundation	Walter Walton	Walter Walton	
Colorado County of Dolores	Julie R. Kibel	Julie R. Kibel	4 April 2011
Colorado County of San Miguel	Joan May, Chair Board of Commissioners	Joan May	3/16/11
Colorado County of Montrose	Gary J. Ellis Chairman	Gary Ellis	4/7/11
Colorado County of Mesa	Janet Rowland, Chair	Janet Rowland	04/18/2011
Utah County of Grand	Chris Baird Council Chair	Chris Baird	5-31-11
National Resource Conservation Service Norwood District	Allen Green, State Conservationist	Allen Green	8 April 11
Colorado Division of Wildlife	Thomas J. Spezza, SW	Thomas J. Spezza	June 6 2011
US Fish and Wildlife Service - Partners for Fish and Wildlife, Region 6	Heather Johnson, Regional PFW Coordinator	Heather Johnson	05/31/2011

Rocky Mountain Bird Observatory	Tammy VerCauteren		3-28-2011
Four Corners School of Outdoor Education/Canyon Country Youth Corps	Janet Ross		5/16/11
Southwest Conservation Corps		Michael Wight	3/27/11
Western Colorado Conservation Corps	Trevor Wickersham Director		3/29/11
University of Utah, Rio Mesa Center	Sylvia Torti Manager		3/28/11

Attachments:

1. Executive Summary
2. Meeting Schedule
3. Principal Contact Information
4. Subcommittees, roles and responsibilities
5. Web access and related information

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## Dolores River Restoration Partnership, BOCC consideration of MOU

1 message

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**Peter Mueller** <pmueller@tnc.org>

Mon, Apr 20, 2015 at 3:58 PM

To: "John Huebner (johnh@sanmiguelcounty.org)" <johnh@sanmiguelcounty.org>

John,

Can you help put me on the schedule for a BOCC meeting to update the commissioners on the work being done by the Dolores River Restoration Partnership? I'd like to get the BOCC to sign on to the continuation of the MOU which formalizes the support of Partnership restoration activities on the Dolores River, but has no obligation to provide financial or personnel resources.

If you could give me a couple of times, that would be helpful.

And, here is the new MOU, the old one and our Annual Report for 2014.

Thanks, Peter

Please consider the environment before printing this email

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**Peter Mueller**  
SW Colorado Project Director

[pmueller@tnc.org](mailto:pmueller@tnc.org)  
(970) 708-1368 (Cell)

**The Nature Conservancy**

2424 Spruce Street  
Boulder, CO 80302



[nature.org](http://nature.org)

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### 3 attachments

 **Dolores River Restoration Partnership\_MOU\_03\_30\_2015.doc**  
96K

 **2014 DRRP Annual Report.pdf**  
7821K

 **2010\_DRRP\_MOU\_Complete.pdf**  
1224K

Dolores River Restoration Partnership  
MEMORANDUM OF UNDERSTANDING  
Between

Bureau of Land Management (Tres Rios, Uncompahgre, Grand Junction & Moab Field Offices;  
Southwest Colorado, Northwest Colorado, and Canyon Country Utah Districts);  
State of Colorado Counties of Dolores, Montrose, San Miguel, & Mesa;  
State of Utah County of Grand; The Nature Conservancy; Tamarisk Coalition; Walton Family  
Foundation; Rocky Mountain Bird Observatory; Conservation Legacy's Southwest Conservation  
Corps; Four Corners School of Outdoor Education Canyon Country Youth Corps; Western  
Colorado Conservation Corps; U.S. Fish and Wildlife Service Partners for Fish and Wildlife  
Program; Natural Resources Conservation Service; Bureau of Reclamation; Department of  
Energy; Colorado Parks and Wildlife; Utah Division of Wildlife Resources; University of Utah  
Rio Mesa Center; Gateway Canyons Resort; Colorado Department of Agriculture Palisade  
Insectary; Dolores River Boating Advocates; Colorado Department of Transportation; Paradox  
Charter School

**Article 1. Background and Purpose**

The Dolores River is a major river in southwestern Colorado and eastern Utah, and an important scenic, recreational, and natural value for the region. The riparian habitat along the river has been degraded by several factors, including invasion of tamarisk and other non-native, invasive plants as well as loss of native vegetation in the riparian corridor. The invasive species and depleted riparian corridor are causing harmful impacts to wildlife habitat, water resources, livestock forage, and recreational use along the Dolores River and its tributaries within Dolores, San Miguel, Montrose, and Mesa counties in Colorado, and Grand County in Utah. Since 2009, the Dolores River Restoration Partnership (DRRP), a public-private collaborative, has been working to address these impacts under guidance of the Dolores River Riparian Action Plan as well as the original Memorandum of Understanding set to expire in 2015. Local communities, state and federal agencies, non-profit and private companies, and private landowners desire to build on the first five years of collaboration to protect the shared investment in restoring the riparian corridor of the Dolores River, as outlined in the DRRP Transition Plan for Monitoring and Maintenance (M&M). All parties recognize that the challenge of controlling invasive species and restoration of the Dolores River will be more successful with a coordinated effort utilizing the skills and expertise available through this collaborative effort.

**Article 2. Authority**

The BLM may enter into this MOU under the Federal Land Policy and Management Act of 1976, 43 U.S.C. 1737, Sec 307; The National Environmental Policy Act of 1969, (42 USS 1737) and the Wyden Amendment (16 U.S.C. § 1011(a)).

The U.S. Fish and Wildlife Service (FWS) may enter into this MOU under the authority contained in the Partners for Fish and Wildlife Act (Public Law 109-294), the Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.) and the Fish and Wildlife Act of 1956) (16 U.S.C. 742a-j), as amended.

February 20, 2015

The Natural Resources Conservation Service (NRCS) may enter into this MOU under the Soil Conservation and Domestication Allotment Act of 1935 (16 USC 590a-f).

The U.S. Department of Energy may enter into this MOU under DOE Order 436.1, Departmental Sustainability.

Non-profit organizations, private companies, and public agencies may enter into this MOU based on authority granted by their boards of directors, supervisors, and/or other applicable policies, laws, regulations, or authorities.

(Each governmental signatory to provide the laws, regulations or authorities supporting their participation in the MOU.)

### **Article 3. Statement of Mutual Benefits**

It is the intent of the Parties to work together to implement the DRRP Transition Plan for M&M as a means to improve and create self-sustaining healthy riparian habitat along the Dolores River and its major tributaries. The Transition Plan for M&M is a living document that guides the following actions:

1. Control non-native invasive tamarisk and other invasive plant species that directly impact riparian areas
2. Re-vegetate impacted areas with appropriate native and desirable vegetation
3. Implement and refine long-term monitoring and maintenance strategies to protect shared investments in restoration
4. Structure educational and communications efforts to garner resources, share lessons learned within the DRRP and with other interested watershed partnerships, and foster regional awareness about restoration efforts
5. Identify and help secure long-term funding
6. Sustain effective governance and capacity needed to support these restoration efforts

The Parties agree to collaborate to provide information and expertise, develop acceptable strategies to meet the objectives, and share knowledge of best practices for this region.

### **Article 4. Term of Agreement**

This MOU shall take effect on the date of the final signature and shall be in full force and effect for a period of five (5) years from the last date signed. This MOU may be modified in writing by mutual agreement of all Parties.

### **Article 5. Principal Contacts**

The Principal Contacts for each Party are maintained by the DRRP facilitator and Core Team. This list will be annually updated and/or revised as necessary to keep the contact list current. Principal Contacts will be the primary contact for implementation of this MOU.

### **Article 6. Roles and Responsibilities**

The DRRP is made up of representatives of this agreement. The Parties agree to provide assistance of technical experts, information, and/or input to help in the implementation of the comprehensive DRRP Transition Plan for M&M. The Parties agree to meet intermittently to review project accomplishments and share information that will assist the DRRP in meeting its goals. Nothing in this MOU shall obligate the signatory or their agency, community, or organization to obligate or transfer funds.

There are many public and private partners that play important roles and responsibilities for restoring the Dolores River riparian corridor by supporting grant proposals, providing technical assistance, sharing human and technical resources, and generally helping advance Partnership goals.

The following is a list of those organizations and a summary of their respective roles in the DRRP:

- Colorado counties of Dolores, San Miguel, Montrose, and Mesa, and Utah county of Grand pledge their support of grant applications, and where possible lend support through their County Noxious Weed Programs.
- The Colorado Department of Agriculture Palisade Insectary will continue to provide information from long-term studies of the tamarisk beetle along the Dolores River as well as information about other biocontrol agents to inform the DRRP's restoration practices.
- Colorado Parks and Wildlife (CPW) will assist in providing input on restoration activities in areas of critical riparian habitat, and for general matters pertaining to fauna occupying riparian habitats. CPW may also be consulted if specific fishery information is needed as a component of a field or research/monitoring project.
- Colorado Department of Transportation will assist the DRRP to ensure that restoration activities do not interfere with highway safety.
- Utah Division of Wildlife Resources will assist in providing input on restoration activities in areas of critical riparian habitat.
- University of Utah Rio Mesa Center (Center) will continue working with DRRP to restore the Center's riparian lands and share emerging knowledge from the Center's studies to inform the DRRP's restoration practices.
- BLM will have primary responsibility for restoration on public lands that the agency is responsible for; administering GIS progress reporting for public lands; and continuing to seek agency funding for implementation as well as monitoring and maintenance work.
- The FWS will assist in the restoration of the Dolores River by providing technical assistance and seeking funding for restoration efforts on privately owned property. This assistance will be provided through the FWS Partners for Fish and Wildlife Colorado and Utah Programs.
- NRCS will help identify private land owners, provide input on restoration activities on private land, and may offer reimbursed cost-share financial support through the Farm Bill to eligible land owners to assist in Partnership goals.
- Bureau of Reclamation will continue working with DRRP to restore its riparian lands in the town of Bedrock, CO.
- U.S. Department of Energy (DOE) will continue working with DRRP to restore DOE riparian lands near Slickrock, CO under the uranium leasing program.

- The Nature Conservancy (TNC) will provide assistance with contracting for implementation and maintenance work, fundraising, and administering funding mechanisms. TNC will also provide a facilitator for meetings and website information management.
- Conservation Legacy's Southwest Conservation Corps will fundraise, coordinate initial treatment and strike-team maintenance workforces across corps programs, and coordinate volunteer events.
- Tamarisk Coalition will coordinate partnership activities, implementation and maintenance planning, fundraising, science and monitoring, enhancing public understanding and appreciation for riparian restoration, and sharing lessons learned with other watershed partnerships and practitioners.
- Rocky Mountain Bird Observatory will assist the DRRP in seeking financial leverage facilitating enrollment of eligible private land in restoration activities and Farm Bill programs, outreach to private land owners and local organizations, and to assist with monitoring program effectiveness in critical riparian habitats to ensure that wildlife populations are not compromised by restoration activities.
- The Walton Family Foundation will continue to explore resource needs with the DRRP.
- Western Colorado Conservation Corps and the Four Corners School of Outdoor Education Canyon Country Youth Corps will assist with fundraising and provide on-the-ground training and restoration opportunities for youth and young adults during the monitoring and maintenance phase.
- The Dolores River Boating Advocates will work with DRRP to enhance river-side campsites and riparian habitat.
- Gateway Canyons Resort (Resort) will continue working with DRRP to restore Resort riparian lands in and around Gateway, CO and to maintain the Resort interpretive trail.
- The Paradox Charter School will continue to work with the DRRP to coordinate outdoor educational opportunities.

### **Article 7. Decision Making, Allocation of Resources**

Decisions of where and how to use funds, whether from private or public sources, will be made on a consensus basis using best available science and other forms of germane knowledge, best applicable technology or human resource, and within the guidelines that may have been given by the funding agency or granting foundation.

The DRRP will meet at least on an annual basis to review the implementation of the DRRP Transition Plan for M&M, discuss challenges and successes, and make major decisions (e.g. amending the Transition Plan).

### **Article 8. Subcommittees**

The following sub-committees have been established to help meet DRRP goals. Per the DRRP management goal, which encourages increasing effectiveness through incorporation of lessons learned, the configuration of these sub-committees may evolve during the M&M period.

- The Implementation Subcommittee conducts collective planning and problem-solving as well as provides technical assistance to practitioners working on-the-ground to implement

restoration projects on public and private lands along the Dolores River. Meeting annually to share lessons learned from the field, the subcommittee develops site-specific plans to guide future implementation and maintenance work and periodically recruits external expertise (e.g. through presentations, site visits, & workshops) to enhance collective knowledge.

- The Science and Monitoring Subcommittee collects, assesses, and disseminates monitoring data to inform future restoration work, determine progress towards shared goals, and evaluate the effectiveness of restoration methods.
- The Funding Subcommittee strategically pursues funding options to enhance and leverage resources for supporting partnership activities. Fundraising will include applying for grants, renewing the Bureau of Land Management (BLM) Assistance Agreement, and working with the Core Team to develop long-term funding sources comprised of multiple funding inputs.
- The Outreach and Education Subcommittee raises awareness and fosters buy-in, stewardship, and support for DRRP efforts by developing and carrying out volunteer projects, educational materials, and targeted communications.

The Core Team is the entrusted body between the larger partnership and subcommittees. The Core Team fosters cross-subcommittee coordination, takes direction from and provides guidance to the partnership, and develops agendas for partnership meetings. The Core Team will guide how long-term funding sources are developed and be responsible for the management of those sources.

#### **Article 9. Termination**

Any of the Parties, in writing, may terminate their participation in this instrument in whole, or in part, at any time before the date of expiration with 30 days' written notice.

#### **Article 10. Required Clauses**

**Civil Rights.** During the performance of this MOU, the Parties will not discriminate against any person because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age or sex.

**Non-fund Obligation Document.** Nothing in this MOU shall obligate any Party to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services or property amount the various Parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by each appropriate authority. This MOU does not provide such authority. Negotiation, execution and administration of each such agreement must comply with all applicable statutes and regulations.

February 20, 2015

**No Proprietary or Confidential Information.** The Parties do not anticipate exchanging any proprietary or confidential information pursuant to this MOU. In the event that the Parties determine it would be beneficial to exchange proprietary or confidential information, the Parties shall negotiate and execute an appropriate nondisclosure agreement governing such exchange.

**No Party.** No legal partnership or agency is established by this MOU. None of the Parties are authorized or empowered to act as an agent, employee or representative of the other Party, nor transact business or incur obligations in the name of the other Party or for the account of the other Party. No Party shall be bound by any acts, representations, or conduct of any other Party.

**Liability.** Each Party will be responsible for its own acts and results thereof and shall not be responsible for the acts of the other Parties and the results thereof. Each Party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operations of its agents or employees, and for any loss, cost, damage, or expense resulting at any time from failure to exercise proper precautions, of or by itself or its own agents or its own employees pursuant to this MOU.

**Promotions.** The Parties will not publicize or otherwise circulate promotional materials which state or imply endorsement of a product service, or position of this MOU by any of the Parties.

**Publications of Results of Studies.** No Party will unilaterally publish a joint publication without consulting the other Parties. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this MOU may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, any one Party may publish data after due notice and submission of the proposed manuscripts to the others. In such instances, the Party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

**Establishment of Responsibility.** This instrument is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by one Party to this MOU against any of the other Parties.

## **Article 11. Signatures**

**Authorized Representations** – By signature below, the Parties certify that the individuals listed in Attachment 2 as representatives of the Parties, are authorized to act in their respective areas for matters related to this MOU.

In witness hereof, the Parties hereto have executed this MOU on the dates set forth below. (For each signatory agency, please provide for your agency the name and title of each signatory Party so this list can be finalized.)

February 20, 2015

<b>Organization</b>	<b>Representative</b>	<b>Signature</b>	<b>Date</b>
The Nature Conservancy			
Tamarisk Coalition			
Bureau of Land Management Tres Rios Field Office			
Bureau of Land Management Uncompahgre Field Office			
Bureau of Land Management Grand Junction Field Office			
Bureau of Land Management Moab Field			

February 20, 2015

Office			
Bureau of Land Management Colorado Southwest District			
Bureau of Land Management Colorado Northwest District			
Bureau of Land Management Utah Canyon Country District			
Bureau of Reclamation			
Department of Energy			
Walton Family Foundation			

February 20, 2015

Colorado County of Dolores			
Colorado County of San Miguel			
Colorado County of Montrose			
Colorado County of Mesa			
Utah County of Grand			
Natural Resources Conservation Service - CO			
Colorado Parks and Wildlife			
Colorado			

February 20, 2015

Department of Agriculture Palisade Insectary			
Utah Division of Wildlife Resources			
Colorado Department of Transportation			
Rocky Mountain Bird Observatory			
Four Corners School of Outdoor Education Canyon Country Youth Corps			
Conservation Legacy's Southwest Conservation Corps			
Western Colorado Conservation Corps			
US Fish and Wildlife Service – Partners for			

February 20, 2015

Fish and Wildlife, Region 6			
University of Utah Rio Mesa Center			
Gateway Canyons Resort			
Dolores River Boating Advocates			
Paradox Charter School			

**MEMORANDUM**

**TO:** San Miguel County Board of County Commissioners  
**FROM:** San Miguel County Planning Department  
**RE:** Subdivision Exemption for a Single Lot Split in an Existing Subdivision and  
Insubstantial PUD & Plat Amendment: Amending the Lot 440, Lawson Hill PUD  
SLS Approval by the BOCC in February 2015  
**DATE:** May 6, 2015 [text/Lawson/lot.440.sls.ipa.2]

David Ballode, Ilium Commercial Venture, LLC, owner of Lot 440, Lawson Hill PUD seeks a Subdivision Exemption for a Single-lot Split within an Existing Subdivision to divide Lot 440 into 6 lots. Lot 440 is a 3-acre lot, zoned Low Intensity Industrial (I), and is assigned 43,200 square feet for industrial uses. This lot is currently used for outside storage. Lot 440 is located in the Ilium Valley portion of the Lawson Hill PUD south of State Highway 145, north of County Road CR 63L and is adjacent to and obtains access from South Park Road. Lot 440 was created by Telecam in 2006 through a Final Subdivision Plat and Substantial PUD amendment that involved multiple parcels within the Ilium Valley portion of the Lawson Hill PUD.

At a Public Hearing on February 4, 2015 the Board of Commissioners (BOCC) approved a Subdivision Exemption for a Single-lot Split in an Existing Subdivision to divide Lot 440 into five parcels, Lots 440-1 through 440-5. The proposed Lots 440-1 through Lot 440-4 are smaller lots approximately 1/4 acre each and Lot 440-5 is slightly over 2 acres. This final plat and resolution have not been recorded. The applicant had a request to create a larger parcel of 1/2 acre to accommodate the buyer's proposed development. The applicant has amended his application to create this 1/2 acre lot from the 2 acre lot, thus dividing Lot 440 into 6 lots.

In addition the applicant has provided a Lawson Hill PUD Land Use Matrix chart showing the distribution of the 43,200 sq. ft. and required parking on the 6 lots. There is no request for an increase in square footage or density.

**County Planning Department Comments**

The BOCC approval of the February Subdivision Exemption review required the applicant to submit a Subdivision Improvements Agreement (SIA) and a Financial Commitment Guarantee for the remaining site improvements, which included the extension of the sewer line and the construction of the sediment catch basin. The addition of the extra lot will also require the construction of the access road for Lot 400-5 to Lot 400-6, as well as the extension of the sewer line to Lot 440-5 and Lot 440-6. These improvements will need to be completed and a financial commitment guarantee provided to the County before recordation of the final plat or the SIA and financial guarantee provided. Staff has received a basic cost estimate done by Mountain View Enterprises for the sewer extension but not the access road. The cost estimate will need to be updated with more detail and an engineered drawing of the road submitted for review. Both the cost estimate and road plan will need to be signed off by a Colorado Registered Engineer and reviewed and approved by the County Engineer.

Subdivision Exemptions for Single-lot Splits are one-step Board of County Commissioner reviews pursuant to Land Use Code Sections 3-501 B.I.iv. and 5-1209.

Notice of the Public Hearing for the Lot 440 applications before the Board of County Commissioners was published in the Norwood Post on April 15, 2015 and the Telluride Daily Planet on April 17, 2015. Notice to surrounding property owners and a Public Hearing Notice Sign was posted on the property. Notice of the proposed application and meeting date was sent to surrounding property owners and to the Ilium Park Owners Association.

### **County Surveyor Comments**

In an April 7, 2015 letter County Surveyor J. David Foley provided five minor survey comments that need to be addressed.

### **Ilium Park Owners Association (IPOA) Comments**

In an April 20, 2015 email the IPOA states the IPOA board has no objection to the proposed lot split with an understanding that the applicant will extend the sewer and water mains to the lot lines. The applicant has agreed to use Mountain Village construction standards for all improvements. The future lot owners of these lots will need to tap the mains and extend their service lines as part of their construction costs.

### **County Attorney Comments**

The applicant will need to provide a Subdivision Improvements Agreement and Financial Commitment Guarantee for review and approval by the County Engineer and the County Attorney before the final plat can be recorded.

### **Review Standards**

#### **5-1209 Single-lot Split in an Existing Subdivision**

The Board of Commissioners may grant a Subdivision Exemption for the purpose of splitting an individual lot in an existing County approved Subdivision and/or Planned Unit Development under which such lot was approved for multiple units. Such exemption may be granted only for the purpose of creating separate parcels; no change of zoning, use, density, mass and scale and/or other applicable lot restriction may be considered. The lot split must meet all basic water system, sewage system, access, survey and final plat requirements set forth in the Land Use Code.

#### **5-1502 Insubstantial Amendment**

Insubstantial amendments to a final plat or a PUD are permitted. Refer to Section 3-4 for procedures and 4-6 for submission contents. An insubstantial amendment shall be limited to technical or engineering considerations first discovered during actual development, which could

not reasonably have been anticipated during the approval process. The Planning Director shall compare the proposed amendment to the original approval, and, if any other amendments have been approved since the original approval, shall consider the cumulative impact of all approvals granted. The following shall not be considered an insubstantial amendment;

- 5-1502 A. A change in the use or character of the development.
- 5-1502 B. An increase by greater than three percent in the overall coverage of structures on the land.
- 5-1502 C. Any amendment that substantially increases trip generation rates of the proposed development, or the demand for public facilities.
- 5-1502 D. A reduction by greater than three percent of the approved open space.
- 5-1502 E. A reduction by greater than one percent of the off-street parking and loading space.
- 5-1502 F. A reduction in required pavement widths or rights-of-way for streets and easements.
- 5-1502 G. An increase of greater than two percent in the approved gross leasable floor area of commercial buildings.
- 5-1502 H. An increase of greater than one percent in the approved residential density of the proposed development.

#### **Planning Department Recommendation**

Planning Department staff recommends approval of the amended Subdivision Exemption application subject to the same conditions of the February 4, 2015 BOOC approval as follows:

1. The inclusion of a plat note stating that the requested Major Highway Setback reduction as approved by the County Planning Commission is based on the proposed "site-specific" development plan submitted and if a purchaser or owner applies for development of a building and improvements that vary from the approved site-specific plan that has been considered by the Planning Commission in granting this reduction of the Major Highway Setback the Applicant would need to submit a plan and application to demonstrate that the proposed change to the approved site-specific plan would conform to the standards in LUC Section 505 D. I. and would not result in a situation where the proposed building is more visible from State Highway 145.
2. The Applicant shall complete construction of the sewer line, the remaining unfinished drainage improvements, the sediment catch basin, and the access road to Lot 440-6 and shall obtain written acceptance of the improvements from the Ilium Park Owner's Association prior to recordation of the BOCC approved final plat or provide a financial assurance and improvements agreement acceptable to the County Attorney for completing the construction of the sewer line, access road and the remaining unfinished drainage improvements prior to recordation of the BOCC approved final plat.
3. Purchasers/owners of Lots 440-1 through 440-6 shall be required to pave each of their required parking spaces as a condition of obtaining a Development Permit for a structure on the lot prior to receiving a Certificate of Occupancy.
4. The exterior of the new construction on all lots shall be similar to the existing buildings in the Ilium Industrial Park and shall use non-reflective materials for siding and roofing.

5. The Applicant shall submit a revised plat that addresses all County Surveyor review comments.
6. The industrial square footage and parking requirements shall be divided as shown on the Lawson Hill PUD Matrix attached as Exhibit A.
7. All written representations of the Applicant, in the original submittal and all supplements, are deemed to be conditions of approval except to the extent as modified by the BOCC.

**RESOLUTION OF THE BOARD OF COMMISSIONERS,  
SAN MIGUEL COUNTY, COLORADO,  
APPROVING A SUBDIVISION EXEMPTION  
FOR A SINGLE-LOT SPLIT WITHIN AN EXISTING SUBDIVISION AND  
AN INSUBSTANTIAL AMENDMENT TO THE ILIUM VALLEY PORTION OF THE  
LAWSON HILL PUD MATRIX FOR LOT 440**

**Resolution 2015-7**

**WHEREAS**, David Ballode, on behalf of Ilium Commercial Venture, LLC (“Applicant”), owner of Lot 440, Lawson Hill PUD, seeks a Subdivision Exemption for a Single-lot Split within an Existing Subdivision to divide Lot 440 into 5 lots. Lot 440 is a 3-acre lot, zoned Low Intensity Industrial (I), and is assigned 43,200 sq. ft. for industrial uses. This lot is currently used for outside storage. Lot 440 is located in the Ilium Valley portion of the Lawson Hill PUD south of State Highway 145, north of County Road CR 63L and is adjacent to and obtains access from South Park Road. Lot 440 was created by Telecam in 2006 through a Final Subdivision Plat and Substantial PUD amendment that involved multiple parcels within the Ilium Valley portion of the Lawson Hill PUD;

**WHEREAS**, in addition to this Subdivision Exemption the Applicant has also applied for a Major Highway Setback reduction for the proposed smaller Lots 440-1, 440-2, 440-3 and 440-4. In 2006 the BOCC approved a 7.2-acre addition to the Ilium Valley portion of the Lawson Hill PUD which included newly created Lot 440. When the final plat creating Lot 440 was approved the Board of County Commissioners (BOCC) indicated that the owner could in the future apply for a site-specific plan that would address scenic highway setbacks, scenic quality, parking, and lot coverage in accordance with applicable LUC standards. The final plat for Lot 440 depicted a 100-foot Major Highway Setback from SH 145 by utilizing the approximate 50-foot width of Open Space Tract 516, which is a Passive Open Space tract owned by the Ilium Park Owners Association, together with a 50-foot rear yard setback on Lot 440. The Major Highway Setback reduction request, reducing the rear yard setback on Lot 440 from 50 feet to 35 feet on a portion of the property was reviewed and approved by the County Planning Commission (CPC) in January 2015 per CPC Resolution 2015-1. This setback reduction was approved with a condition that a note be included on the final Subdivision Exemption plat that the reduction is based on the proposed “site-specific” development plan submitted to the Planning Commission and that if a purchaser or owner applies for the development of a building and/or improvements that vary from the site-specific plan approved by the CPC the Applicant would need to submit a plan and application to the Planning Department demonstrating that the proposed change to the approved site-specific plan conforms to the standards in Land Use Code (LUC) Section 5-505 D. I. and would not result in a situation where the proposed building is more visible from State Highway 145 than the buildings shown on the plans submitted to the Planning Commission;

**WHEREAS**, the Applicant states that the size of Lot 440 has made it difficult to develop due to market conditions. Splitting the lot will allow small business owners to keep their capital in their own business and not rely on leasing land or trying to find a building that will suit their needs. Each lot purchaser can construct a building that is custom made for their business. The existing

industrial square footage and required parking assigned to Lot 440 will be divided between the five lots. There is currently no zoned residential density or square footage assigned to Lot 440;

**WHEREAS**, as part of the proposed Subdivision Exemption for a Single-lot Split the Applicant is required to provide a drainage report and plan for handling storm water runoff from the State Highway and hillside above the lot to and through the property in a safe manner. The Applicant provided a drainage plan for their proposed subdivision of Lot 440 that was reviewed and approved on September 10, 2014 by Dan Quigley, P.E., Buckhorn Geotech. In October 2014 the Planning Department issued a Development Permit to construct a drainage ditch and berm on the Lawson Hill PUD Open Space parcel located between Lot 440 and the Highway right-of-way consistent with the approved drainage plan. It appears that the diversion berms have been completed on the adjoining Open Space parcel, however, the settlement basin on the east end of the property and the drainage ditches within the drainage easements along the individual lots have not been completed at this time;

**WHEREAS**, there is an existing water main in the north side of the South Park Road and each lot will be able to tap into the water main and install a curb stop as necessary and an existing gas main is located on both sides of the South Park Road. The sewer main ends at the eastern corner of Lot 440 and will need to be extended along South Park Road, a linear distance of approximately 500 feet, to serve the proposed five lots being created with this SE plat. In a November 14, 2014 "will-serve" letter San Miguel Power Association states SMPA has sufficient capacity and the ability to provide electrical service to the proposed lots;

**WHEREAS**, Subdivision Exemptions for Single-lot Splits are one-step Board of County Commissioner reviews pursuant to Land Use Code Sections 3-501 B.I.iv. and 5-1209;

**WHEREAS**, in a December 8, 2014 email County Road Superintendent Mike Horner provided the following comments:

1. Future view screening or landscaping along CR 63L cannot encroach in the county road right-of-way especially along Lot 440-5 adjacent to CR 63L.
2. No additional access points or driveways will be authorized to connect to CR 63L adjacent to Lot 440-5.
3. He has no further comments regarding the drainage report approved by Norm Aufderheide, PD and Dan Quigley, PE, Buckhorn Geotech;

**WHEREAS**, in a December 23, 2014 letter County Surveyor J. David Foley lists 12 survey/plat comments that need to be addressed;

**WHEREAS**, in a January 23, 2015 letter Lionel Starr, Authorized Board Member Ilium Property Owner's Association (IPOA), states the IPOA has reviewed the proposed application and due to the fact that there is no increase in total density, the IPOA acknowledges that the new lots will be serviced through the IPOA water and sewer systems and no increase to the current sewer and water plant capacity will be required;

**WHEREAS**, the IPOA will require that the sewer and water mains are constructed to the lot lines. The IPOA has also advised that the underground utilities can be constructed in accordance

with the Town of Mountain Village standard specifications since there are no specific County standards for water and sewer utilities nor does the IPOA have specific standards for water and sewer systems. Future lot owners will need to tap into the (water & sewer) mains and extend their (individual) service lines to their buildings as part of their construction costs and pay tap fees according to the IPOA's adopted schedule;

**WHEREAS**, the IPOA signed the Development Permit as property owner of OS Tract 516 for the construction of the drainage berms above Lot 440 and acknowledge that there will be dedicated drainage easements on or with the Final Subdivision Plat that will allow the IPOA the right to access and maintain the drainage ditches as necessary;

**WHEREAS**, the IPOA acknowledges that the traffic impacts are acceptable due to the fact that there is no increase in the density. The new lots will be required to follow the signed traffic directions just like the rest of the public traffic. *When the Illium Industrial Park was originally platted rather than providing a standard 60 foot ROW for South Park Road Telecom, the original developer, dedicated only a forty (40) foot ROW and as such South Park Road, which is a "private road" designated as a one-way street with a traffic flow from east to west which means to access these lots you have to loop through the entire Industrial Park.;*

**WHEREAS**, the IPOA will not bear any of the construction costs or permitting fees associated with the proposed improvements. The IPOA has stated that they support the Subdivision Exemption Plan put forth by Illium Commercial Ventures LLC.

**WHEREAS**, Land Use Code Section 5-1209 Single-lot Split in an Existing Subdivision provides the following standards for application review:

#### **5-1209 Single-lot Split in an Existing Subdivision**

The Board of Commissioners may grant a Subdivision Exemption for the purpose of splitting an individual lot in an existing County approved Subdivision and/or Planned Unit Development under which such lot was approved for multiple units. Such exemption may be granted only for the purpose of creating separate parcels; no change of zoning, use, density, mass and scale and/or other applicable lot restriction may be considered. The lot split must meet all basic water system, sewage system, access, survey and final plat requirements set forth in the Land Use Code.

**WHEREAS**, Land Use Code Section 5-1502 Insubstantial Amendment provides the following standards for application review:

#### **5-1502 Insubstantial Amendment**

Insubstantial amendments to a final plat or a PUD are permitted. Refer to Section 3-4 for procedures and 4-6 for submission contents. An insubstantial amendment shall be limited to technical or engineering considerations first discovered during actual development, which could not reasonably have been anticipated during the approval process. The

Planning Director shall compare the proposed amendment to the original approval, and, if any other amendments have been approved since the original approval, shall consider the cumulative impact of all approvals granted. The following shall not be considered an insubstantial amendment;

- 5-1502 A. A change in the use or character of the development.
- 5-1502 B. An increase by greater than three percent in the overall coverage of structures on the land.
- 5-1502 C. Any amendment that substantially increases trip generation rates of the proposed development, or the demand for public facilities.
- 5-1502 D. A reduction by greater than three percent of the approved open space.
- 5-1502 E. A reduction by greater than one percent of the off-street parking and loading space.
- 5-1502 F. A reduction in required pavement widths or rights-of-way for streets and easements.
- 5-1502 G. An increase of greater than two percent in the approved gross leasable floor area of commercial buildings.
- 5-1502 H. An increase of greater than one percent in the approved residential density of the proposed development.

**WHEREAS**, notice of the Public Hearing for the Lot 400 applications before the Board of County Commissioners was published in the Norwood Post on January 14, 2015 and the Telluride Daily Planet on January 16, 2015. Notice to surrounding property owners and a Public Hearing Notice Sign was posted on December 20, 2014;

**WHEREAS**, the Board of Commissioners of San Miguel County, Colorado, considered this application, along with relevant evidence and testimony, at a Public Hearing on February 4, 2015.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of San Miguel County, Colorado, approves the Subdivision Exemption for a Single-lot Split in an Existing Subdivision for Lot 440 Lawson Hill PUD, finding it meets the standards of Land Use Code Section 5-1209 in particular there is no change in zoning, use or density and the parcels will be served by basic water, sewer and access in the existing subdivision and approves the Insubstantial Plat and PUD amendment to the PUD Land Use Matrix to divide the square footage and parking requirement between the five lots the finding it meets Land Use Code Section 5-1502.

**BE IT FURTHER RESOLVED** that this approval is subject to the following conditions:

1. The inclusion of a plat note stating that the requested Major Highway Setback reduction as approved by the County Planning Commission is based on the proposed "site-specific" development plan submitted and if a purchaser or owner applies for development of a building and improvements that vary from the approved site-specific plan that has been considered by the Planning Commission in granting this reduction of the Major Highway Setback the Applicant would need to submit a plan and application to demonstrate that

the proposed change to the approved site-specific plan would conform to the standards in LUC Section 505 D. I. and would not result in a situation where the proposed building is more visible from State Highway 145.

2. The Applicant completing the construction of the sewer line and the remaining unfinished drainage improvements and obtaining written acceptance of the improvements from the Ilium Park Owner's Association prior to recordation of the BOCC approved final plat or providing a financial assurance and improvements agreement acceptable to the County Attorney for completing the construction of the sewer line and the remaining unfinished drainage improvements prior to recordation of the BOCC approved final plat.
3. Purchasers/owners of Lots 440-1 thru 440-4 shall be required to pave each of their required parking spaces as a condition of obtaining a Development Permit for a structure on the lot prior to receiving a Certificate of Occupancy.
4. The exterior of the new construction on all lots shall be similar to the existing buildings in the Ilium Industrial Park and shall use non-reflective materials for siding and roofing.
5. The Applicant shall submit a revised plat that addresses all County Surveyor review comments.
6. The industrial square footage and parking requirements shall be divided as shown on the Lawson Hill PUD Matrix attached as Exhibit A.

**BE IT FINALLY RESOLVED** that all written representations of the Applicant, in the original submittal and all supplements, are deemed to be conditions of approval, except to the extent modified by this Resolution.

**DONE AND APPROVED** by the Board of Commissioners of San Miguel County, Colorado, at its regular meeting on \_\_\_\_\_, 2015.

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

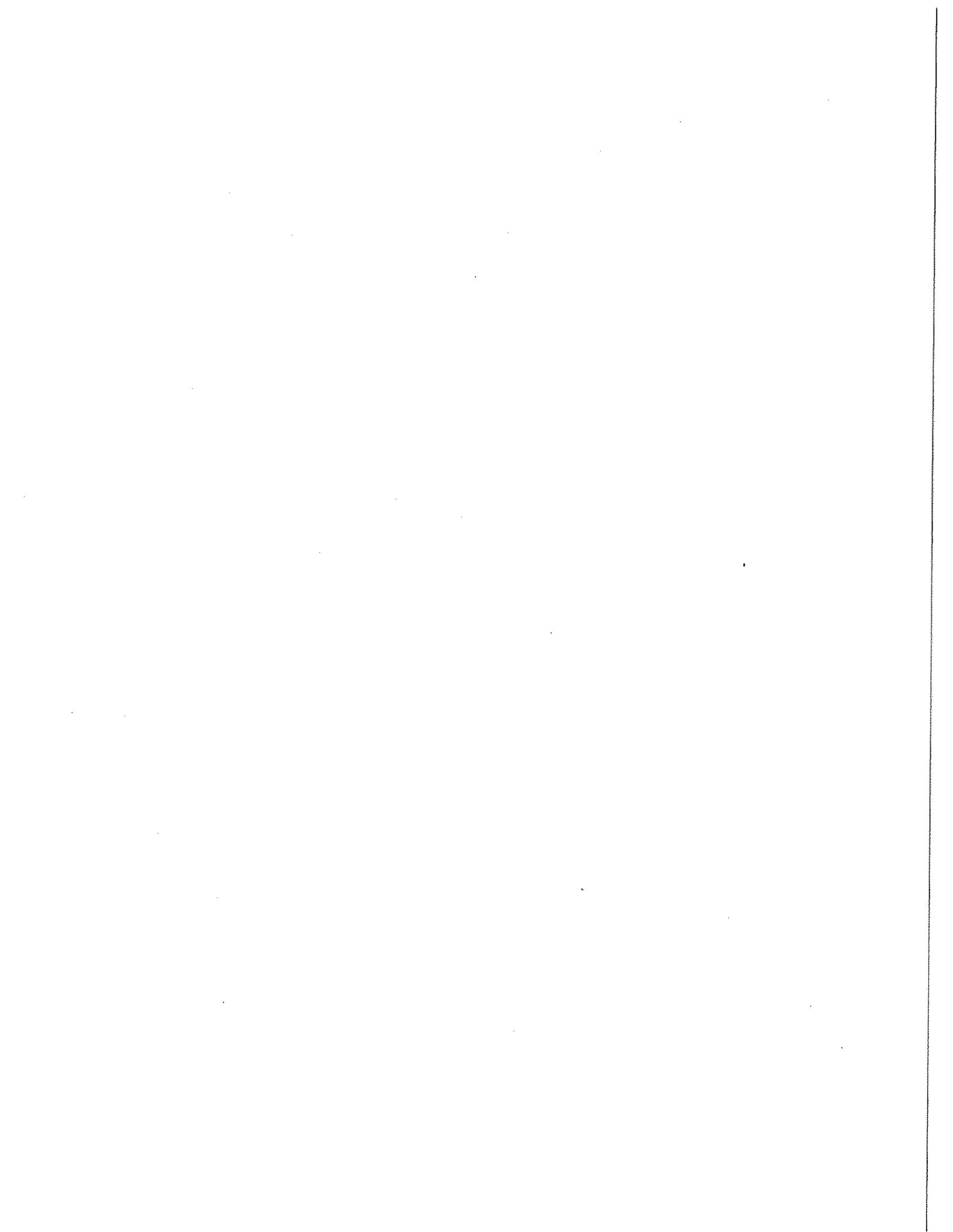
By: \_\_\_\_\_  
Joan May, Chair

Vote:	Elaine R.C. Fischer	<u>Aye</u>	Nay	Abstain	Absent
	Joan May	<u>Aye</u>	Nay	Abstain	Absent
	Art Goodtimes	<u>Aye</u>	Nay	Abstain	Absent

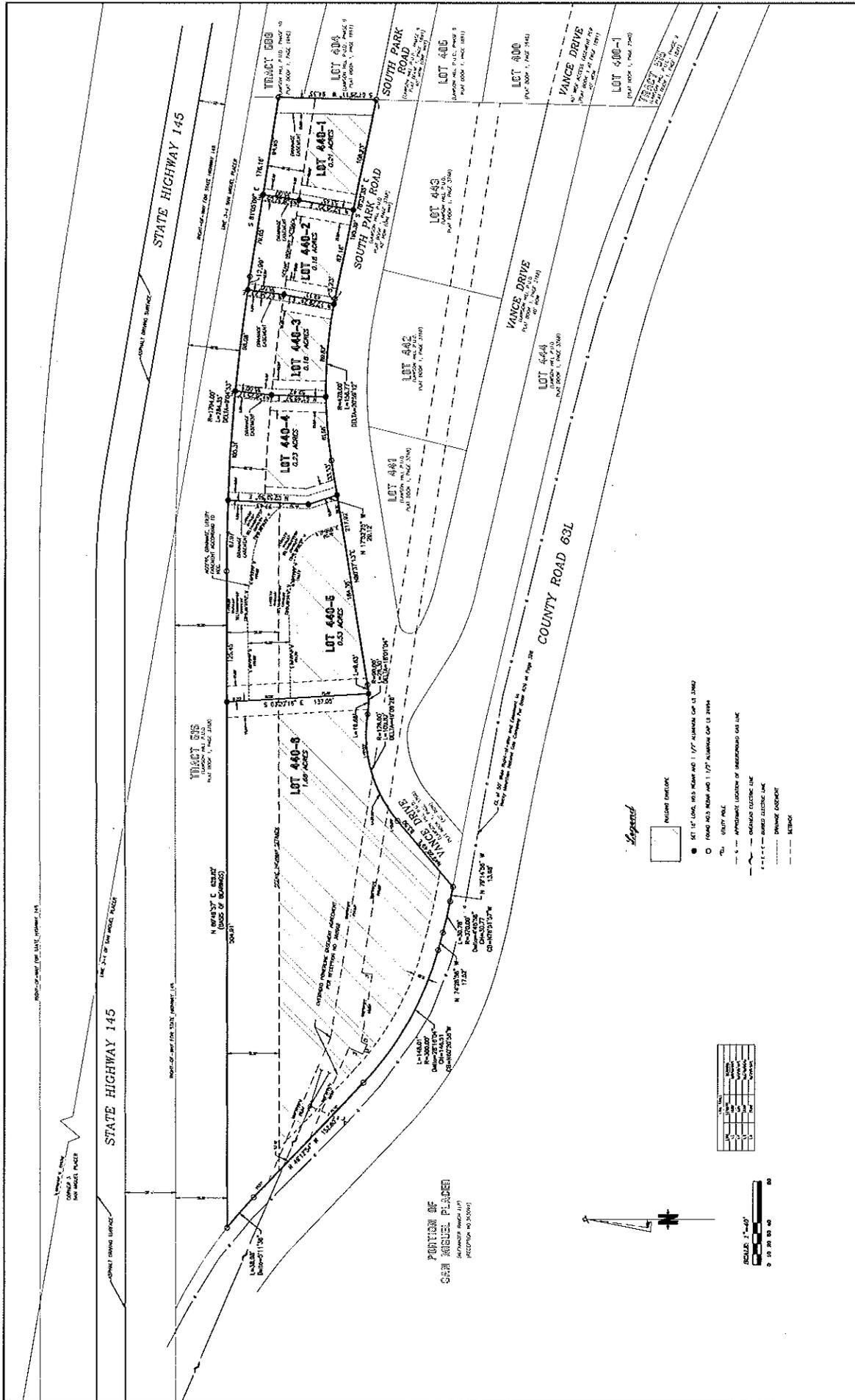
ATTEST:

By: \_\_\_\_\_  
John Huebner, Chief Deputy Clerk

[text/Lawson/lot.440.sls.reso]







SUBMISSION FOR SINGLE LOT SPLIT/INSUBSTANTIAL PUD, AMENDMENT/MAJOR HIGHWAY SETBACK REDUCTION OF LOT 440 OF THE LAWSON HILL PUD,  
 LOCATED WITHIN SECTION 36, T.43N, R.9W, AND SECTION 31, T.43N, R.9W, N.M.P.M. IN THE COUNTY OF SAN MIGUEL, STATE OF COLORADO

**FOLEY ASSOCIATES, INC.**  
 1250 W. PACIFIC, SUITE 14-1  
 TELLURIDE, COLORADO 81415  
 Phone: (719) 726-0000 FAX: (719) 726-0000  
 Email: foley@foleyassociates.com

Project No. 14-004  
 Date: 4/29/2015  
 Scale: 1"=20'

LEGEND:  
 - SET 15' SIDE, 100' REAR AND 1'17" ALUMINA CAP IS DRIVE  
 - ROAD AND 3' REAR AND 1'17" ALUMINA CAP IS DRIVE  
 - 15' SIDE WALK  
 - APPROXIMATE LOCATION OF UNDERGROUND GAS LINE  
 - DRAINAGE EASING LINE  
 - DRAINAGE EASING LINE  
 - EASEMENT

SCALE: 1"=20'  
 0 20 40 60 80

NORTH ARROW

PROJECT NO. 14-004  
 DATE: 4/29/2015  
 SCALE: 1"=20'

**EXHIBIT A**  
**LAWSON HILL PUD DEVELOPMENT PLAN LAND USE MATRIX (Platted and Unplatted Parcels) (Amended September 19, 2013)**

TRACTOR LOT #	AREA (Acres)	ZONE DISTRICT	ALLOWED USE	# OF UNITS	ZONED POP.	MIN RES FL SQ. FT. <sup>e</sup>	MAX TOT. FL AREA	SETBACKS <sup>a, b, o</sup>			HEIGHT LIMIT (Note l)	REQ'D PARKING	OTHER NOTES
								FRONT	REAR	SIDE			
400	1.181	I	Note e, ee, ff	0	0	0	30,450	0 Note h	N15	15	35 ft, Note m	61	Note u
400-1	0.220	I	Note e, ee, ff	0	0	0	4,250	0	N15	15	35 ft, Note m	9	Note u
400-2	0.270	I	Note e, ee, ff	0	0	0	4,550	0	N15	15	35 ft, Note m	9	Note u
400-3	0.300	I	Note e, ee, ff	0	0	0	6,000	0	N15	15	35 ft, Note m	12	Note u
400-4	1.578	I	Note e, ee, ff	0	0	0	30,450	0 Note h	S15 Note j	15	35 ft, Note m	61	Note u
400-15	0.468	I	Note e, ee, ff	0	0	0	6,600	0 Note h	N15	15	35 ft, Note m	15	Note u
400-25	1.010	I	Note e, ee, ff	0	0	0	24,500	0	N15	15	35 ft, Note m	49	Note u
404	0.251	I	Note i, ee, ff	1	3	600	3,850	0	5 <sup>b</sup>	15 <sup>b</sup>	26 ft, Note n	8	e, x, k, t
405	0.216	I	Note i, ee, ff	1	3	600	3,500	0	15 <sup>a</sup>	15 <sup>b</sup>	26 ft, Note n	7	e, x, k, t
406	0.220	I	Note i, ee, ff	2	6	600	3,500	0	5 <sup>b</sup>	15 <sup>b</sup>	26 ft, Note n	7	e, x, k, t
407	0.205	I	Note i, ee, ff	1	3	600	3,500	0	15 <sup>a</sup>	15 <sup>b</sup>	26 ft, Note n	7	e, x, k, t
410	0.470	I	Note i, ee, ff	3	9	2,800	7,000	0	5 <sup>b</sup>	15 <sup>b</sup>	26 ft, Note n	14	e, x, k, t
415	0.214	I	Note e, ee, ff	1	3	600	3,500	0	15 <sup>a</sup>	15 <sup>b</sup>	26 ft, Note n	7	e, x, k, t
417	0.201	I	Note i, ee, ff	1	3	600	3,150	0	15 <sup>a</sup>	15 <sup>b</sup>	26 ft, Note n	6	e, x, k, t
418	0.260	I	Note i, ee, ff	1	3	600	3,500	0	5 <sup>b</sup>	15 <sup>b</sup>	26 ft, Note n	7	e, x, k, t
421	0.131	I	Note i, ee, ff	1	3	600	2,450	0	15 <sup>a</sup>	15 <sup>b</sup>	26 ft, Note n	5	e, x, k, t
422	0.097	I	Note i, ee, ff	1	3	600	2,450	0	15 <sup>a</sup> note dd	15 <sup>b</sup>	26 ft, Note n	5	e, x, k, t
423	0.332	I	Note i, ee, ff	0	0	0	3,850	0	5 <sup>b</sup>	15 <sup>b</sup>	26 ft, Note n	8	e, x, k, t
424	0.931	I	Note i, ee, ff	0	0	0	5,950	0	5 <sup>b</sup>	15 <sup>b</sup>	26 ft, Note n	12	e, x, q, t
425-1	0.977	I	Note i, ee, ff	0	0	0	10,000	0	5	10	26 ft, Note n	20	ff, w
425-2	0.819	I	Note i, ee, ff	0	0	0	2,500	5	0	5	26 ft, Note n	5	w
425-3	1.723	I	Note i, ee, ff	0	0	0	2,500	5	0	5	26 ft, Note n	5	w
425-4	1.852	I	Note i, ee, ff	1	3	1,600	47,900	W 15	E 15	0	26 ft, Note n	99	w, t
440	3.040	I	Note aa, ee, ff	0	0	0	34,200	0	50	15	26 ft, Note n	67	e, x, ee
Lot 440-1	0.210	I	Note aa, ee, ff	0	0	0	2,950	0	35	15	26 ft, Note n	7	e, x, hh
Lot 440-2	0.180	I	Note aa, ee, ff	0	0	0	2,950	0	35	15	26 ft, Note n	6	e, x, hh
Lot 440-3	0.180	I	Note aa, ee, ff	0	0	0	2,450	0	35	15	26 ft, Note n	5	e, x, hh
Lot 440-4	0.230	I	Note aa, ee, ff	0	0	0	3,950	0	35	15	26 ft, Note n	8	e, x, hh
Lot 440-5	0.530	I	Note aa, ee, ff	0	0	0	4,990	0	50	15	26 ft, Note n	10	e, x, ee, gg, hh
Lot 440-6	1.680	I	Note aa, ee, ff	0	0	0	16,970	0	50	15	26 ft, Note n	34	e, x, ee, gg, hh
441	0.250	I	Open Space										
442	0.390	I	Note bb, ee, ff	2	6	600	8,000	0	5	15	26 ft, Note n	16	x, k
443	0.500	I	Note aa, ee, ff			0	8,000	0	5	15	26 ft, Note n	16	e, x, k
444	0.740	I	Open Space										
Total 400's	18.819			16			266,100					555	

**LAWSON HILL PUD DEVELOPMENT PLAN LAND USE MATRIX (Platted and Unplatted Parcels) (February 4, 2015)**

gg. 1. Any impervious surface improvement shall require an on-site detention volume (in cubic feet) of .025 times the square footage of the impervious area. This detention volume may be constructed as a pond or drywell and said impervious improvement shall be directed to it.

2. The exterior of the new construction shall be similar to the existing buildings in the Ilium Industrial Park and shall use non-reflective materials for siding and roofing.

hh. Lot owner shall pave the required parking spaces as a condition of obtaining a Development Permit for a structure on the lot and prior to obtaining a Certificate of Occupancy.

**TELLURIDE NEWSPAPERS** Notices Jobs For Sale Rentals Real Estate

# Planet Classifieds

Reach 40,000 print and online readers each week!

To place an advertisement call 970-728-9788 or visit [www.telluridenews.com](http://www.telluridenews.com)

**Help Wanted**

Society Conoco is looking for Full Time help for the summer season. Pick up application at Society Conoco. 728-0301

Good cleaner needed urgently, full-time or part-time, \$550 per week. send resume to: jennifergaines87@yahoo.com.



Alfred's  
Sous Chef  
(10 month FTYR benefited position)

Please apply online at [www.worktoski.com](http://www.worktoski.com)

EOE

San Miguel County (SMC) - Road and Bridge  
Two Temporary Positions from May through September 2015  
Starting Pay - \$16-\$17/hour  
Closing Date: Until Filled

Successful applicants will perform a variety of duties some of which include pothole patching, traffic control, equipment service, bridge cleaning, tree trimming, etc. Preference given for heavy equipment experience or Class A or B CDL.

Applicants must have a valid driver's license. Closing Date: April 17, 2015. Employment applications available at <http://www.sanmiguelcountyco.gov/jobs.aspx> or by calling (970)327-4835. Submit to the Road & Bridge Office, 1120 Summit St, Norwood, or mail to P.O. Box 428, Norwood CO 81423, or fax to (970)327-4090, or via email to [roadbridge@sanmiguelcounty.org](mailto:roadbridge@sanmiguelcounty.org).

EOE

San Miguel County - Department of Social Services Case Manager  
Full-time (40hour week)Year-round  
Starting Pay: \$3,247 per month or DOE  
Closing Date: Open until filled

Position is responsible for the daily activities of all self-sufficiency, child care assistance, and medical programs for the County Department of Social Services. Duties include familiarity with Federal and State assistant program regulations and being able to interpret and apply them as necessary. Primary responsibilities

include assisting applicants through the enrollment and review process as well as monitoring the progress of clients from intake to self-sufficiency. Requirements of the position include two year college or technical school degree OR high school diploma or GED where two years' work experience in similar field equates to one year of education. Previous work experience dealing with the public is preferred. Computer and data entry skills and CBMS and CHATS experience required. Spanish language speaking ability preferred.

Employment application available at <http://www.sanmiguelcountyco.gov/jobs.aspx>  
Submit employment application to San Miguel County at 335 Colorado Ave, Telluride CO 81435 or 1120 Summit Ave, Norwood CO 81423, via email to [HR@sanmiguelcountyco.gov](mailto:HR@sanmiguelcountyco.gov) or via fax 970-728-3718.

EOE

**Help Wanted**

San Miguel Power Association, Inc., (SMPA) an electric distribution cooperative serving more than 13,500 meters in Southwest Colorado, has an employment opportunity for a highly motivated individual to fill the position of Key Accounts Executive. This staff level position will be located at our district office in beautiful Ridgway, CO along the Uncompagre river and nature reserve. Five years work experience in customer service/account management and a minimum of three years experience with a utility or other energy related service is desired. BPI or Resnet building analyst/energy auditing certification and/or proven experience with energy efficiency projects and programs is preferred. Experience and knowledge with renewable energy topics, issues, and regulation is also desired. Experience in Key Account management in the utility industry as well as a college degree in a related field is preferred. This position will perform technical energy usage and efficiency evaluations, and assist members with interconnection issues and technical facility issues. Investigates consumer complaints, directs and conducts informal energy audits and administers several energy efficiency rebate programs. The successful candidate will be one of the Association's primary links to the membership and communities. Must be able to represent the Association in an enthusiastic and positive way when dealing with the membership, community groups, projects, and ideas. Assists in meeting the Strategic Goals and Vision of the Cooperative. Proficient computer skills in relation to the position, and excellent communication and organizational skills are a must. The candidate will also be a forward looking, positive individual who can meet the changing demands of our industry. The successful candidate must represent SMPA in a progressive, positive, and professional manner in all relationships, both internal and external. Requires the ability to obtain and maintain a valid Colorado Driver's License. Salary is based on qualifications. Send resume to: San Miguel Power Association, Inc., Attn: Human Resources Department, P.O. Box 817, Nucla, CO 81424 or emailed to: [carla@smpa.com](mailto:carla@smpa.com). Resumes should be received by Monday, May 4, 2015. SMPA is an Equal Employment Opportunity provider and employer.

Successful applicants will perform a variety of duties some of which include pothole patching, traffic control, equipment service, bridge cleaning, tree trimming, etc. Preference given for heavy equipment experience or Class A or B CDL.

Applicants must have a valid driver's license. Closing Date: April 17, 2015. Employment applications available at <http://www.sanmiguelcountyco.gov/jobs.aspx> or by calling (970)327-4835. Submit to the Road & Bridge Office, 1120 Summit St, Norwood, or mail to P.O. Box 428, Norwood CO 81423, or fax to (970)327-4090, or via email to [roadbridge@sanmiguelcounty.org](mailto:roadbridge@sanmiguelcounty.org).

EOE

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Employment application available at <http://www.sanmiguelcountyco.gov/jobs.aspx>  
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EOE

**Help Wanted**



Telluride Ski and Golf is seeking:  
Accounts Receivable Clerk  
Accounting Supervisor  
FTYR, full benefits

Please apply online at [www.worktoski.com](http://www.worktoski.com)

EOE



TOWN OF TELLURIDE is seeking a seasonal MAIN STREET RANGER  
Job responsibilities: cleaning streets, sidewalks, gutters and restrooms, trash pick-up. May 15 - Oct 15; 40 hrs/wk weekends & evenings; ability to perform physical tasks; verbal communication skills; driver's license; Applications at [www.telluride-co.gov](http://www.telluride-co.gov) or Rebekah Hall

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Farm Fresh

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**Pets**

Poodle/Schnauzer mix. One year old female, black. Sweet, loving and hilarious. Have to move and can't bring her. \$400. 970-216-0448

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Have you made "Buddy's" reservation for Spring Break Dog Camp yet? Call soon, we still have a few beds left!  
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970-729-3243

**Rentals**  
Commercial Rentals

Commercial Shop For Rent in Ridgway 3600 Sq Ft with High Ceilings 970-249-1355

PRIME MOUNTAIN VILLAGE CORE LOCATION - CENTRUM BUILDING. Unfinished Office and Retail space Available Immediately. George Harvey 970-729-0111

398 W Colorado Ave 8,450sf + approved 6,462sf Penthouse with 2,400sf Roofdecks, Elevator, 4 Garage, 5Bdrm, 6Bath, 360° VIEWS, \$6,44m, 970-728-3313

**Commercial Rentals**

COMMERCIAL RENTAL  
305 Society Drive, Unit B3  
400 sf  
[riovistaswm@gmail.com](mailto:riovistaswm@gmail.com)  
970-708-1919

**Rentals Wanted**

Local family looking to rent a four/five bedroom house in MT Village. Long term w/potential purchase. Please email me [jniblock@gmail.com](mailto:jniblock@gmail.com). Thank you

Looking for a long-Term rental (1-2years) in town for nice family of 4 starting this summer. Will consider all situations. [christianash@hotmail.com](mailto:christianash@hotmail.com) or 512-784-0404.

**Storage**

High End Vehicle Storage in Ridgway  
Boats, Classic Cars, Motor Homes, etc.  
Inside, Well Lit, Heated and Alarmed.  
\$20 Per Foot, Per Month  
970-209-9640

**MV Longterm**

5 Br, 3.5 bath, log/stone home, privacy, 1.2 acres, Hood park, stream, studio, easy ski access: \$8000/month all inclusive. 310-667-6040

Sunny Townhouse Mountain Village. Attractive unit. Partly furnished. No dogs or smoking. \$1900/month for summer. 970-708-4345

4 bed/4.5 bath w large master suite & office, garage, great decks/patios, hot tub. Avail May 1. \$6,200/mo + util. 970-708-0691

**Norwood Longterm**

House for rent in Nucla Newly remodeled, 2 bedroom 1 bath washer/dryer storage shed large yard w/ fruit trees 970-703-1577



COTTONWOOD CREEK ESTATES 4 BEDROOM/2 BATH HOME @ AN AFFORDABLE PRICE OF ONLY \$799 A MONTH!  
[cottonwoodcreekestateshomes.com](http://cottonwoodcreekestateshomes.com)  
TRANSPORTATION TO AND FROM TELLURIDE!  
Only one home left!! Ready In June!!  
CALL NOW AND GET FIRST MONTH FREE!!  
970-327-4814

**Telluride Long Term**

East-End Condo  
Quite, clean with spectacular river views.  
1bd/bth, L/R built-in wall unit. Deck, jacuzzi, laundry, f/d covered parking.  
\$1500/ month-lease avail June 970-708-0616

Furnished 1 bedroom condo in town. Off street parking. No smoking/dogs. Available May 1st. Utilities included \$1400. First, last + security. Call 970 708 9348.

Mountain Village Studio Apartment. Centrally located. W/D. Parking Available. \$1,100/mo utilities included. (970) 728-3808

**Telluride Long Term**

Elder Creek Condo 2Bed/2Bath Available May 1st. Month to month lease. No pets and utilities not included. \$1300/month  
Email: [goldking66@outlook.com](mailto:goldking66@outlook.com)



135 West Galena Avenue  
Now available for a long term lease. Six bedrooms, 8 bathrooms, 2 houses, One of the finest family compounds in the Town of Telluride at a quiet, very convenient location. Starting at \$20,000 per month plus utilities. Available January 15, 2015. Please call JJ, Nevada Realty @ 970-729-0065

**Real Estate**  
Homes



Elder Creek condo, 2 bed 2 bath. Sunny, great views, pets, stove no transfer tax, low fees. \$310,000. Brokers Protected 970 708 7816 [cjldodge@gmail.com](mailto:cjldodge@gmail.com)

Telluride 2 bed, 2 bath DEED restricted condo for sale. Covered parking. Owner pets welcome! \$263,000. Tara @ 970.708.1272

398 W Colorado Ave 8,548sf, includes HARC Approved 6,457sf PENTHOUSE, 2,400sf Roofdecks, 5Bdrm, 6Bath, 4Garage, Elevator, 360° VIEWS, \$5.44m, 970-728-3313

**Legal Notices**

**PUBLIC HEARING NOTICE**

The San Miguel County Board of Commissioners has been asked to consider an application submitted by David Batoda, Batom Commercial Ventures, LLC, PO Box 3945, Telluride, CO 81435, owner of Lot 443, Lawson Hill PUD, zoned Low-Density Industrial (L). The applicant seeks a Subdivision Exemption for a Single-Lot Split to divide Lot 443-5 into two lots, Lot 443-5 and Lot 443-8. Lot 443 received previous Board of County Commissioners approval to subdivide the lot into 5 parcels (Lots 443-1 to 443-5) on February 3, 2015. This approved plat and resolution have not yet been recorded. The applicant seeks to amend this plat approval to include the further subdivision of Lot 443-5.

A Public Hearing for the Subdivision Exemption for a Single-Lot will be held by the Board of County Commissioners on May 6, 2015 at 10:00 a.m. in the Second Floor Meeting Room, Miramonte Building, 333 West Colorado Ave., Telluride, CO, at which time you may appear if you so desire, either in person or by agent or attorney, in opposition to or in support of the proposed request.

Written comments of more than one page may not receive complete consideration if not received by noon April 29, 2015. Send written comments to: San Miguel County Planning Department, P.O. Box 548, Telluride, CO 81435, or email [karen@sbm.sanmiguelcounty.org](mailto:karen@sbm.sanmiguelcounty.org). For more information on these proposals please contact the Planning Department at 970-728-3033.

The Public Hearing on this proposal is not limited to those receiving copies of this notice. If you know of any neighbor or potentially affected property owner who, for any reason, has not received a copy of this notice, it would be appreciated if you would inform them of this public hearing.

**Legal Notices**

Town of Norwood  
Legal Publication

Be it known that on April 8, 2015, the Town of Norwood Board of Trustees passed the following ordinance which is being published by title only. The complete ordinance is available on the Town of Norwood website: norwoodtown.com, and if you have any questions, please contact the Town Hall.

**ORDINANCE 0408 SERIES 2015. AN ORDINANCE OF THE TOWN OF NORWOOD BOARD OF TRUSTEES ELECTING THE EXCLUSIVE LOCAL REVIEW PROCESS FOR LIQUOR LICENSE SPECIAL EVENT PERMIT APPLICATIONS AS AUTHORIZED BY COLORADO SENATE BILL 11-066 (CRS § 12-46-101(6)).**

**PUBLIC HEARING NOTICE**

The San Miguel County Board of Commissioners has been asked to consider an application submitted by David Ballode, Ilium Commercial Ventures, LLC, PO Box 3945, Telluride, CO 81435, owner of Lot 440, Lawson Hill PUD, zoned Low Intensity Industrial (I).

The applicant seeks a Subdivision Exemption for a Single-Lot split to divide Lot 440-5 into two lots, Lot 440-5 and Lot 440-6. Lot 440 received previous Board of County Commissioner approval to subdivide the lot into 5 parcels (lots 440-1 to 440-5) on February 3, 2015. This approved plat and resolution have not yet been recorded. The applicant seeks to amend this plat approval to include the further subdivision of Lot 440-5.

A Public Hearing for the Subdivision Exemption for a Single-Lot will be heard by the Board of County Commissioners on May 6, 2015 at 10:00 a.m. in the Second Floor Meeting Room, Miramonte Building 333 West Colorado Ave., Telluride, CO, at which time you may appear if you so desire, either in person or by agent or attorney, in opposition to or in support of the proposed request.

Written comments of more than one page may not receive complete consideration if not received by noon April 29, 2015. Send written comments to: San Miguel County Planning Department, P.O. Box 548, Telluride, CO 81435, or email kareh@sanmiguelcounty.org. For more information on these proposals please contact the Planning Department at 970-728-3033.

The Public Hearing on this proposal is not limited to those receiving copies of this notice. If you know of any neighbor or potentially affected property owner who, for any reason, has not received a copy of this notice, it would be appreciated if you would inform them of this public hearing.

**NOTICE OF PURCHASE OF TAXES AT TAX LIEN SALE AND OF APPLICATION FOR ISSUANCE OF TREASURER'S DEED**

To every person in actual possession of the hereinafter described land, lot or premises and to the person(s) in whose name the same was taxed and to all persons having an interest or title of record in or to the said land, lot or premises, and to whom it may concern, and more especially to:

Yehi Ranta Eidsmo PO Box 475 Telluride CO 81435 David Sharbutt PO Box 6599 Lubbock TX 79423

You and each of you are hereby notified that on the 30th day of November, 2009, then County Treasurer of the County of San Miguel, in the State of Colorado, sold at public tax lien sale to David Sharbutt, the following described delinquent taxes for land, lot or premises situated in the County of San Miguel, State of Colorado, to-wit:

**N 25 FT LOTS 35 37 AND 39 BLK 3 TELLURIDE**

**NKA UNIT A, RANTA SHOP BUILDING CONDOMINIUM LOT 35R BLOCK 3 TELLURIDE ACC TO PLAT BK 1 PG 3985-3987 REC 9 3 08 AND DECS AT RECEPTION 403525 RECORDED 9 4 09 AT RECEPTION 403538**

**AND UNIT B, RANTA SHOP BUILDING CONDOMINIUM LOT 35R BLOCK 3 TELLURIDE ACC TO PLAT BK 1 PG 3985-3987 REC 9 3 08 AND DECS AT RECEPTION 403525 RECORDED 9 4 09 AT RECEPTION 403538**

Said County Treasurer issued a certificate of purchase therefore to David Sharbutt, that said tax lien sale was made to satisfy the delinquent taxes assessed against said land, lot or premises for the year 2008, that said land, lot or premises were taxed in the name of Yehi Ranta Eidsmo for said year 2008, that David Sharbutt, the present holder of said certificate, has made request upon the Treasurer of said County for a deed to said land, lot or premises, that a Treasurer's Deed will be issued for said land, lot or premises to David Sharbutt no sooner than August 10, 2015 unless the same has been redeemed. Said land, lot or premises may be redeemed from said sale at any time prior to the actual execution of said Treasurer's Deed. Be advised that to ensure redemption, payment should be received in the Treasurer's office prior to August 10, 2015.

Witness my hand this 8th day of April 2015.

/s/ Janice M. Stout  
Treasurer in and for the County of San Miguel  
State of Colorado

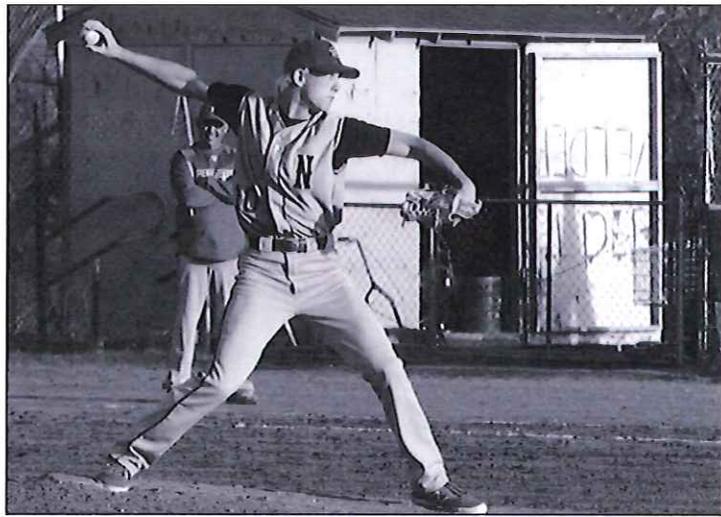
**Give 'em a brake!**



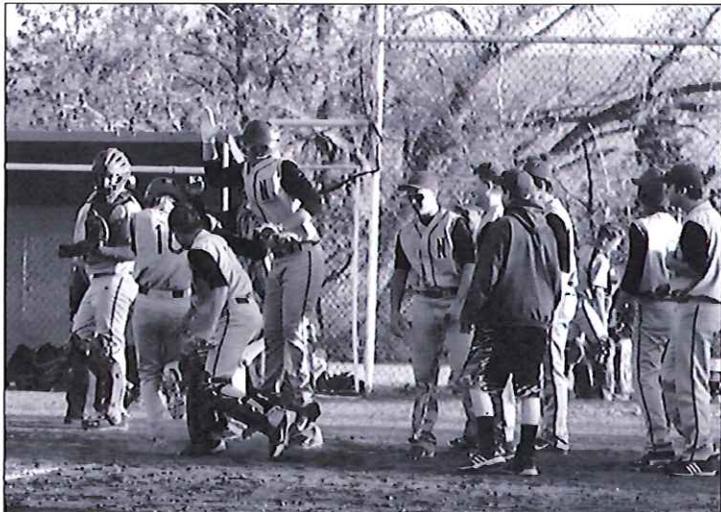
**Only You Can Prevent Roadkill! Slow Down! Pay Attention!**

Flash headlights 3 times to warn oncoming drivers of wildlife on or near roadways.

Colorado State Patrol wants to remind you to lower headlights within 500 ft. of oncoming vehicles.



Trenton Armintrout is ready to fire one in against the Red Devil batter. [Photo by Kathryn Westcott]



The Mustangs congratulate Trenton Armintrout on his home run. [Photo by Kathryn Westcott]



Wyatt Hughes reaches for the throw at third. [Photo by Kathryn Westcott]

Karen Henderson, Associate Planner  
San Miguel County Planning Department  
P. O. Box 548  
Telluride, CO 81435

April 7, 2015

Re: Insubstantial PUD Amendment/Subdivision Exemption for Single Lot Split/Major Highway Setback Reduction for Lot 440 of the Lawson Hill PUD

I have reviewed the plat received by email from the County Planning Dept. dated March 31, 2015 and have the following comments:

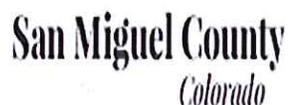
1. Notes 6 and 7 do not pertain to this survey.
2. The designation P.O.B. at the Northeast corner of Tract 516 does not pertain to this survey.
3. Numerous lot dimensions are missing; the arc length on the Northerly line of Lot 440-3 is not labelled L= ; the arc length of L=5.23' at the Southwest corner of Lot 440-2 should be labelled inside the lot so as not to cause confusion with overall exterior dimensions of Lot 440; several bearings are indicated with tenth and hundredth of a second which is inappropriate. (SMC LUC 4-507)
4. On Lot 440-5 there is an illegible easement dimension drawn on top of the 50 foot Scenic Highway Setback; the easement dimensions are using a very small text size that may cause illegibility problems when this final plat is scanned and copied from the County Clerk's office – please increase this text size slightly. (SMC LUC 4-502)
5. Indicate the easement width for the Access, Drainage , Utility Easement on Lot 440-5. (SMC LUC 4-513A.)

NOTE: This plat review does not check mathematical closures and acreages indicated on this plat, or the closure of metes and bounds legal descriptions. These closure checks are the responsibility of the licensed land surveyor who certifies this plat.

Sincerely,

*J. David Foley*  
J. David Foley  
San Miguel County Surveyor





Karen Henderson <karenh@sanmiguelcountyco.gov>

---

**RE: Lot 440 replat**

1 message

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Dave Foley <skifoley@gmail.com>

Mon, Apr 13, 2015 at 6:19 PM

To: David Bulson <dbulson@foleyassoc.com>, Karen Henderson <karenh@sanmiguelcounty.org>

Dave,

You are still missing some dimensions.

Dave Foley

**From:** David Bulson [mailto:[dbulson@foleyassoc.com](mailto:dbulson@foleyassoc.com)]

**Sent:** Thursday, April 09, 2015 10:03 AM

**To:** Dave Foley; Karen Henderson

**Subject:** Lot 440 replat

Dave,

I have made the changes you have requested in your last review letter. A clean PDF copy is attached and a full size copy will be delivered to Karen shortly.

Thanks

Dave



**County Surveyor review 4-13-15.tiff**  
99K



Karen Henderson <karenh@sanmiguelcountyco.gov>

---

**RE: Lot 440-5 and 6 Lot Split**

1 message

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David Ballode <dballode@msn.com>

Mon, Apr 20, 2015 at 3:44 PM

To: John Howe <johnhowe@montrose.net>

Cc: Stephen Finger <snfinger@me.com>, Mike Rozycki <miker@sanmiguelcounty.org>, Karen Henderson <karenh@sanmiguelcounty.org>

Here's the letter that I presented to the Board. I'm not sure who signs it, but you can modify as necessary.

Thank you -

David Ballode

---

From: [johnhowe@montrose.net](mailto:johnhowe@montrose.net)

To: [dballode@msn.com](mailto:dballode@msn.com)

Subject: Lot 440 split again

Date: Fri, 17 Apr 2015 10:08:57 -0600

*Hi David the IPOA Board has approved the second split of one lot.*

*Please send me a letter we can sign and send to the county.*

Ilium Park Owners Association, Inc.

THAM, Inc.

John Howe, Manager

PO Box 1890

Telluride, CO 81436

[tham@montrose.net](mailto:tham@montrose.net)

[970-596-6254](tel:970-596-6254)



County Letter IPOA 2.doc

27K

April 20, 2015

Mike Rozycki  
San Miguel County Planner

RE: Ilium, Lot 440-5 and 440-6 Lot Split

Dear Mr. Rozycki

We have previously reviewed and approved the Lot 440 split into Lots 1 through 5. Ilium Commercial Ventures has now proposed that Lot 5 will be split into 2 lots: Lots 440-5 and 440-6. Again, due to the fact that there is no increase in total density, the IPOA acknowledges that the new lots will be serviced through our water and sewer systems. No increase to the current sewer and water plant will be required.

We will require that the sewer and water mains are to the lot lines. Both of those mains are already in front of Lot 5, so they will both need to be extended to Lot 6. In addition, since there are no specific County construction standards, we are in agreement that the underground utilities can be constructed under the Town of Mountain Village standard specifications.

The future lot owners of these lots will need to tap the mains and extend their service lines as part of their construction costs. We believe that those costs can be provided by the builder at the time of construction and we offer no budget. In addition to those costs, the new owners will be required to pay tap fees according to the attached schedule. This schedule cannot be increased until July 23, 2023 as noted in the Mediations Agreement of 7-23-2013.

We understand that the drainage plan and details have been approved by the County Engineer and we are in agreement with the plan.

The IPOA acknowledges that any traffic impacts are acceptable due to the fact that there is no increase to the density. The new lots will be required to follow the signed traffic directions just like the rest of the public traffic.

The IPOA and Ilium Commercial Ventures agree that the IPOA will not bear any of the construction costs or permitting fees associated with the proposed improvements.

This letter has been distributed and approved by all IPOA Board members.

Sincerely,

Heidi Connor, President  
Ilium Property Owner's Association



Mike Rozycki &lt;miker@sanmiguelcountyco.gov&gt;

---

**Fw: Lot 440 Sewer Extension**

1 message

Mike Rozycki &lt;miker@sanmiguelcounty.org&gt;

Mon, Apr 13, 2015 at 10:14 AM

Reply-To: Mike Rozycki &lt;miker@sanmiguelcounty.org&gt;

To: David Ballode &lt;dballode@msn.com&gt;

Cc: "Steven J. Zwick" &lt;stevez@sanmiguelcounty.org&gt;, Karen Henderson &lt;karenh@sanmiguelcounty.org&gt;, Dave Schneck &lt;daves@sanmiguelcounty.org&gt;, Stephen Finger &lt;snfinger@mac.com&gt;

david,

I've received your email and the attached bid from mountain view enterprises. I'm forwarding your email to mr. zwick for his information.

The BOCC approval of the subdivision exemption plat for the further subdivision of lot 440 was conditioned on your providing the county with an improvement agreement and a financial commitment guarantee for the remaining site improvements i.e. the extension of the sewer line and construction of the sediment catch basin. in checking with mr. zwick he advises he has not received a proposed improvement agreement from you. LUC section 3-1204 provides a guide for an improvement agreement. section 4 Estimated cost states that the developer's engineer of record for the development shall be responsible for the construction estimate for the required improvements. If you want to use the bid from mountain view as your basis for estimating the cost of installing the sewer line that's fine as long as you've reviewed it and will certify that that amount is sufficient to complete the work if the county needs to cause this work to be completed in the event of a default. in considering the time has has lapsed, and the warmer weather, I wonder if it might make sense to go ahead and complete these improvements now and prior to recording the final plat, which would eliminate the need for a performance guarantee. Section 4 also discusses having the County Engineer reviewing the project engineer's cost estimate to determine if its an adequate amount and covers all required improvements.

in discussing mr.smolen's development plans for lot 440-1 it was my impression that there are plans to do further site grading on lot 440-1 and possibly some of the other newly created lots?

mike rozycki 728-3083

----- Forwarded Message -----

**From:** David Ballode <dballode@msn.com>**To:** Karen Henderson <karenh@sanmiguelcounty.org>; Mike Rozycki <miker@sanmiguelcounty.org>**Cc:** Steve Finger <snfinger@mac.com>**Sent:** Monday, April 13, 2015 9:17 AM**Subject:** Lot 440 Sewer Extension

**Subject:** Lot 440 Sewer Extension  
**From:** David Ballode (dballode@msn.com)  
**To:** karenh@sanmiguelcounty.org; miker@sanmiguelcounty.org;  
**Cc:** snfinger@mac.com;  
**Date:** Monday, April 13, 2015 9:19 AM

Please find attached the winning bid for the required sewer extension for the Lot 440 re-plat.

We also need to finish the sediment catch basin on the east side which I have estimated at \$2000.

Adding in 20% contingency, I believe that \$24,000 will be enough collateral to cover all required improvements.

Thank you -

David Ballode

# MOUNTAIN VIEW ENTERPRISES, LLC.

P.O.Box 162 Norwood Co. 81423  
Ph 970-327-4241 Fax 970-327-4241

DAVID BALLODE

*dbalode@msn.com*

**Project: Sanitary Sewer**  
**Location: South Park Road**

**PHONE: 729-0683**

**FAX:**

**Date April 7, 2015**

Payment= 10%down with progress payments made at the end of each month. Remainder due upon completion of herein described work. 24% interest will be added to any account not paid within 30 days. If payment is not made when its due, Mtn. View Enterprises may suspend work until such time as all accounts are current. All legal fees necessary for the collection of overdue accounts will be paid by the client.

damages will be added without prior written consent of both parties.

In the event rock is encountered which cannot be moved with on site equipment, work will be performed on time and materials basis. Price to be determined per clients approval.

No landscaping, except finish excavation unless other wise specified in the description.

Mtn. View Enterprises will provide and pay for all labor necessary to complete the project.

All salvage resulting from work under this agreement is to be retained by Mtn. View Enterprises unless other wise specified in the description.

Client will obtain and pay for all required building permits and licenses, and will locate and point out property lines. Mtn. View Enterprises may exercise the option to require provision of a licensed land surveyor's map of property.

Mtn. View Enterprises will be excused for any delay beyond reasonable control. These delays may include, but are not limited to, Acts of God, Labor disputes, Inclement weather, Acts of public authority, Acts of the owner or other unforeseen contingencies.

Mtn. View Enterprises will maintain workers disability compensation insurance and comprehensive public liability insurance policies.

Any work performed beyond the herein described work will be done so under direction of the client at the established hourly rates. All materials purchased by Mtn. View Enterprises will be cost plus 10%.

At such time as this document is signed, this proposal becomes an agreement to the above terms, between Mtn. View Enterprises and the client. Nether party may assign this agreement or payments due under this agreement without prior written consent of the other party. This document constitutes entire agreement. No other agreement exists. May be withdrawn if not accepted within 30 days.

\_\_\_\_\_  
MTN VIEW ENTERPRISES      DATE  
ERNEST J. MAROLF  
CHANCEY MAROLF

\_\_\_\_\_  
CLIENT/AGENT      DATE

RECEIVED  
4-29-15

**MOUNTAIN VIEW ENTERPRISES, LLC.**

P.O.Box 162 Norwood Co. 81423

PH-970-327-4241/FAX-327-4241

DAVID BALLODE

Project: Sanitary Sewer  
Location: South Park Road

PHONE:

FAX:

Our Interpretation of prints dated:

Date 4/7/2015

Price is good for thirty days past the date above.

Description	Quantity	Per Unit	Extension
1 Mob	1 LS	\$ 3,386.00	\$ 3,386.00
2 Install Man hole	1 LS	\$ 3,851.00	\$ 3,851.00
3 Install sewer pipe	1 LS	\$ 9,604.49	\$ 9,604.49
4 Install Lamp Hole	1 LS	\$ 979.00	\$ 979.00
5 Back fill & grade to drain	1 LS	\$ 1,561.00	\$ 1,561.00
6	-	\$ -	\$ -
7	-	\$ -	\$ -
8	-	\$ -	\$ -
9	-	\$ -	\$ -
10	-	\$ -	\$ -
11	-	\$ -	\$ -
12	-	\$ -	\$ -
13	-	\$ -	\$ -
14	-	\$ -	\$ -
15	-	\$ -	\$ -
16	-	\$ -	\$ -

**TOTAL ESTIMATE** \$ **19,381.49**

This price is not include, gravel for shoulder of roadway  
or rock excavation.



**Subject:** New Subdivision Exemption for Lot 440  
**From:** Mike Rozycki (miker@sanmiguelcounty.org)  
**To:** dballode@msn.com; snfinger@mac.com; karenh@sanmiguelcounty.org;  
**Cc:** stevez@sanmiguelcounty.org;  
**Date:** Tuesday, April 21, 2015 4:31 PM

David,

In looking at the plat you've submitted that depicts six lots I have a number of questions and concerns.

The application proposing six lots does not indicate if there are additional site improvements required in conjunction with the further subdivision of Lot 440? Is there a need to extend the sewer line or make additional improvements associated with the sewer system to serve the additional lot? The estimate from Mountain View Enterprises, LLC doesn't specify linear feet of sewer line to be installed.

The plat identifies an access, drainage, utility easement across Lot 440-5 to access Lot 440-6. The SE application doesn't identify the standard to which this driveway is to be improved or identify who is going to construct the required driveway improvements or indicate who is responsible for on-going maintenance.

Did the previous drainage plan address the method and manner for directing and conveying storm runoff to, over, and off of Lot 440-5?

Is there a site plan for Lot 440-5 that identifies a functional layout depicting how the assigned square footage and required parking spaces can be accommodated on Lot 440-5 outside of the required setbacks and or outside of the proposed access easement on Lot 440-5 to access Lot 440-6.

Mike Rozycki 728-3083

## MEMORANDUM

**TO:** San Miguel County Board of Commissioners  
**FROM:** San Miguel Planning Department Staff  
**RE:** **Liberty Bell Stone House Covenant Amendment**  
**DATE:** May 6, 2015 [text//Idarado/lb.4.stone.house.amend]

---

In 2005 as part of the Idarado Legacy Subdivision, Idarado presented a plan to disassemble and reconstruct the Liberty Bell "Stone House" within the Subdivision along with a Covenant Agreement that would retain the Stone House as it exists after the reconstruction. The Covenant prohibits demolition and alterations to the structure but also anticipated that the Stone House would be attached to and otherwise incorporated within other improvements being construction on the lot. The current owners of the lot intent to use the Stone House as their primary residence and are not planning to incorporate the building into another structure.

Peter Santé on behalf of Gail Newman Trust, owner of Liberty Bell Lot 4, Idarado Subdivision, seeks to change the Declaration of Covenants, for the Stone House located on Lot 4. The Covenant places restrictions on alterations to the Stone House including the Owner may not:

1. Place any coverings over the Stone House, including without limitation, paint, sealant concrete, mortar, brick, other stones, wood, plywood, landscaping, adding awning or other exterior window coverings, and the like which in any way would block or inhibit the natural appearance of the actual stones used in connection with the Stone House Renovation.
2. Alter the size or location of the windows, doors or roof of the Stone House, including any modifications to the materials or design of the roof, except for any modifications to the roof structure or design that are necessary to integrate the Stone House into other structure improvements which may be erected on the property.

The Declaration states that it is anticipated that the Stone House will be attached to and otherwise incorporated within other improvements being constructed on the Property. The attachment to the Stone House may only be made along the rear/north façade of the Stone House and/or for up to twenty feet of the north side of the east façade of the Stone House and roof structure connections above the areas called out above.

The applicant seeks to amend the Declaration of Covenants for Stone House Lot L-4, Idarado Legacy Subdivision. Idarado Legacy, LLC ("Declarant"), Idarado Legacy Homeowners Association ("Association") and San Miguel County are deemed to be the parties benefited by this Declaration and are authorized and empowered to monitor and enforce compliance with the Covenants. The Declaration may be amended only by the unanimous written consent of the Declarant, the Association, the Owner and each of the Benefitted Parties.

The applicant proposes to remove a window on the east façade and replace it with a 3-wide glass sliding door. There will be a sliding barn door along the façade that will act as a barrier to the elements when the home is not in use and to further hide the glass doors. An opening in the barn door similar to the windows will simulate the location of the existing window opening.

The applicant intends to excavate a basement level which will require a window well on the west façade for use as egress. The applicant states they will place the window well as close as possible to grade with additional screening with plantings and grading. The walls of the window well will consist of boulders to reflect the historic stone retaining walls around the site.

#### **County Historical Commission Comments**

The County Historical Commission reviewed the proposed application at its March 26, 2015 meeting. The Commission unanimously moved to recommend approval of the proposed remodel of the Stone House as presented in the applicants March 23, 2015 narrative and drawings by Santé Architects noting the suggestion that the Stone House be nominated to the County's Historical Register as a County Historical Landmark. The recommendation also included the following amendment to paragraph 1.4 in the Declaration of Covenants to read as follows:

It is anticipated that the Stone House will be attached or otherwise incorporated within other improvements being construction on the Property. The attachment to the Stone House may only be made along the rear/north façade of the Stone House. All efforts shall be made to maintain the visibility of all four corners of the Stone House from East Colorado Avenue and the Interpretative Trail. All other terms and conditions contained in the Declaration shall continue to otherwise apply.

#### **Planning Department Comments**

Planning Department staff recommends approval of the proposed amendment with the conditions as recommended by the County Historical Society and as presented in the applicants March 23, 2015 narrative and drawings.

**Subject:** liberty bell #4 Stone House barn door  
**From:** Peter Sante (peter@santearchitects.com)  
**To:** lindal@sanmiguelcounty.org; shane@santearchitects.com; miker@sanmiguelcounty.org;  
karenh@sanmiguelcounty.org;  
**Date:** Friday, March 20, 2015 1:50 PM

Linda-

take a look at the attached sketch of the east side barn door that the client has just signed off on.

This improved version removes the transom windows above the doors and raises the barn door and track. This version also allows the barn door to have a cased (no glass) opening in the middle of the door that simulates the location of the existing window opening. I pretty neat reference and one that allows the door and track to not block the windows light when moved open to the north. We were looking at the pre demo photos again and saw the boarded window and door openings and thought this rustic wood and stone was a great look and authentic touch.

We are revising our east elevation on Monday to resubmit to you all. Please let us know if full size sets are needed with the electronic revision. Also, your reactions to this adjustment would be helpful to us.

Best,  
Peter

Peter Sante

**SANTE ARCHITECTS**

[peter@santearchitects.com](mailto:peter@santearchitects.com)

p 970.728.6102

f 970.728.6103

107 North Fir Street

P.O. Box 61

Telluride, CO 81435

March 23rd, 2015

San Miguel County  
Attention: Mike Rozycki, Karen Henderson, Linda Luther  
Planning Department  
333 West Colorado Ave.  
PO Box 548  
Telluride, CO 81435

**RE: Liberty Bell 4 – Stone House Remodel**

Mike / Karen / Linda –

Based on our meeting March 2 in which we reviewed our preliminary proposal for development on the stone house, I have updated the drawings to reflect those discussions. In particular, the items that were discussed and revisions made, are as follows:

1. **Roofing** – the existing wood shingle roofing in place seems in good shape and we are keeping it as is which was the preference of county. The previously proposed skylights have also been removed.
2. **Windows and doors** – the existing windows are painted wood and the intent of this application is to repaint them. 1 opening on the east side is being replaced with a 3-wide door described below and in the drawings. New windows in the basement and on the addition will be aluminum clad.
3. **West Window well** – as previously discussed, we are proposing a window well on the west façade as close as possible to grade as indicated on the image below. We envision additional screening with plantings and grading and the walls of the window well will consist of boulders to reflect the historic stone retaining walls around the site.



*Proposed egress window well viewed from CO ave*

4. **East Doors:** - we are proposing to replace the southernmost existing window opening with a 3-wide door as shown on the drawings. There will be a sliding barn door along that façade that will act as a barrier to the elements when the home is not in use and to further hide the glass doors. The historic opening can be seen in Image 1 below and appears to be much closer to grade.



**Image 1**

5. **East Terrace:** - as requested we have lowered the east terrace 1 riser down from the first floor and expanded it around the south side of the building to more closely match the historic relationship to grade. As you can see from the images below, the building was historically much closer to grade on the east and south sides than what is currently in place. (*Image 1 above*). Image 2 shows the historic wood porch on the south, which was closer to grade than what is there now. It could almost be considered a walkout to grade with a historic stone retaining wall and steps down from that to the south (*Image 3 and 4*). We are planning to keep the wood porch, however we are essentially trying to bring this historic south terrace feature back to the stone building and the regrading provided by the expansion of this terrace will allow us to remove the porch guardrail and visually expose more of the south façade as it once was. The grading for the terrace expansion to the west will be supported by a stone retaining wall in keeping with the one there in the past.



*Image 2*



*Image 3 – historic south façade with walkout deck*



*Image 4 – site wall with steps down on the west*

As you are aware, the current declarations anticipated the stone building being attached to a much larger building. The declarations allowed for an expansion at the entire north façade as well as the north 20' of the east façade, and roofs above. Our approach is to keep the stone building with its historic scale, as a primary residence with a small expansion to the north only. However we are requesting revisions to the stone openings in two locations, the west window well and the east doors to the terrace. These two items would require a change to the declarations which we would like to pursue with the support of San Miguel County in order to proceed with a formal review by Idarado Legacy.

Please review the revised drawings which should more clearly indicate our intentions and provide us with feedback on the next steps in the process. We are eager to go to the next step on the project in order to begin construction during the summer building season, and we are requesting a letter of support from the county planning department initially so that we can work on revising the declarations concurrently with moving through the Idarado HOA process. Thank you for your time and direction so far on this.

Sincerely,

Shane R. Jordan  
*Registered Architect*  
Sante Architects

**SHEET INDEX**

- A.1.0 COVER SHEET, INDEX
- A.1.1 3D VIEWS
- A.1.2 3D VIEWS
- A.2.0 SITE PLAN
- A.3.0 FLOOR PLANS
- A.4.0 ELEVATIONS
- A.4.1 GARAGE ELEVATIONS - PHASE II

**BUILDING CODE ZONING INFO**

PROJECT INFORMATION  
 A. OCCUPANCY  
 B. TYPE OF CONSTRUCTION  
 GROUP R

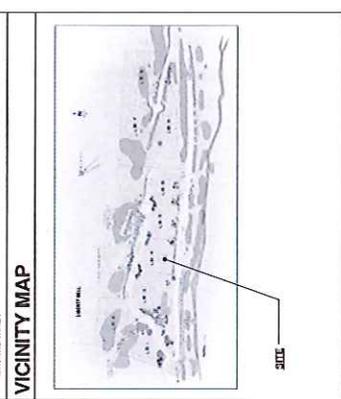
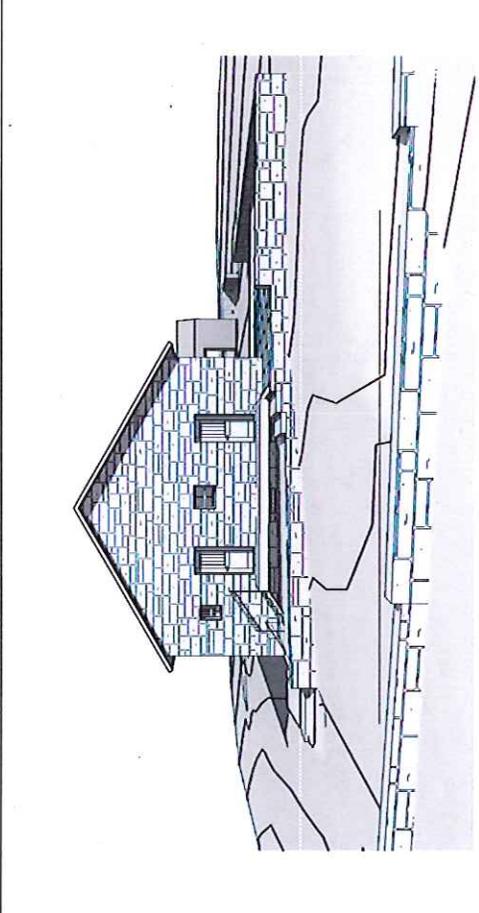
SQUARE FOOTAGE CALCULATIONS

- EXISTING MAIN LEVEL
- EXISTING LOWER LEVEL
- NEW MAIN LEVEL
- NEW LOWER LEVEL
- TOTAL (PHASE I)
- GARAGE (PHASE II)

118,330 FT.  
 80,562 FT.  
 207,892 FT.  
 791,160 FT.

ZONING INFORMATION  
 LOT AREA: 13,480 SQ. FT.  
 LOT DEPTH: 130 FT.  
 LOT WIDTH: 100 FT.

SECTION 204.01: A PORTION OF THIS PROPERTY LIES WITHIN THE SNOWMAJAMME WETLAND AREA.



**CONTRACTOR**

**ARCHITECT**  
 SANTE ARCHITECTS, LLC  
 107 N. 17th STREET  
 TELLURIDE, CO 81455  
 970.728.6112 - P  
 970.728.6112 - F

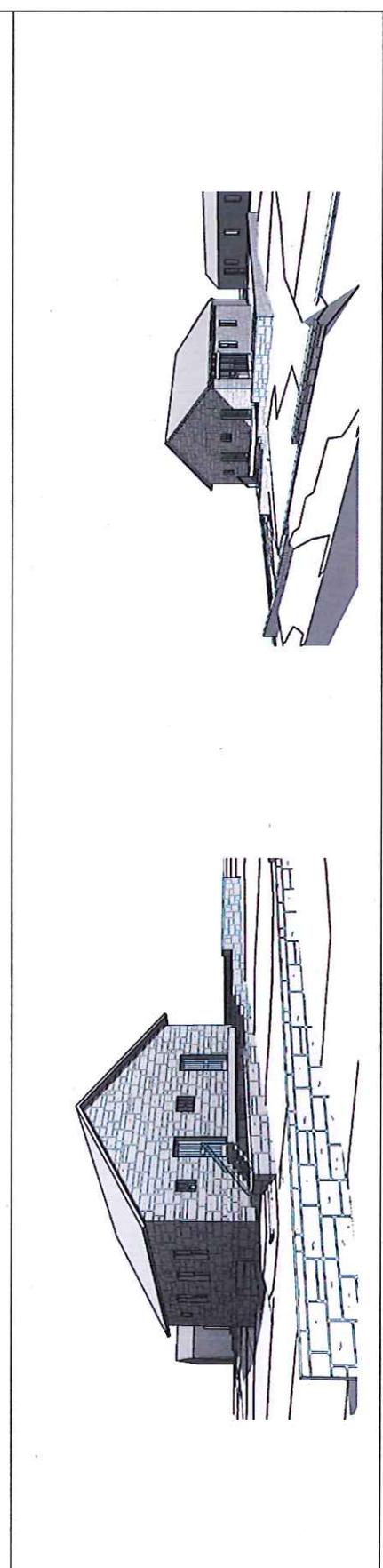
**GEOTECH ENGINEER**  
 BLOOMINGGUTCH  
 MONTECALVO, CO 81455  
 970.248.8000 - P  
 970.248.8000 - F  
 Contact: Laura Bessell

**STRUCTURAL ENGINEER**

**SURVEYOR**  
 POLY-ADAMANT, INC.  
 107 N. 17th STREET  
 TELLURIDE, CO 81455  
 970.728.6112 - P  
 970.728.6112 - F  
 Contact: Jeff Healey

**PROJECT DIRECTORY**

**OWNER**  
 RUSLAND OAL NEWMAN  
 107 N. 17th STREET  
 TELLURIDE, CO 81455



Revision Schedule
SITE PLAN
SCALE: As Indicated

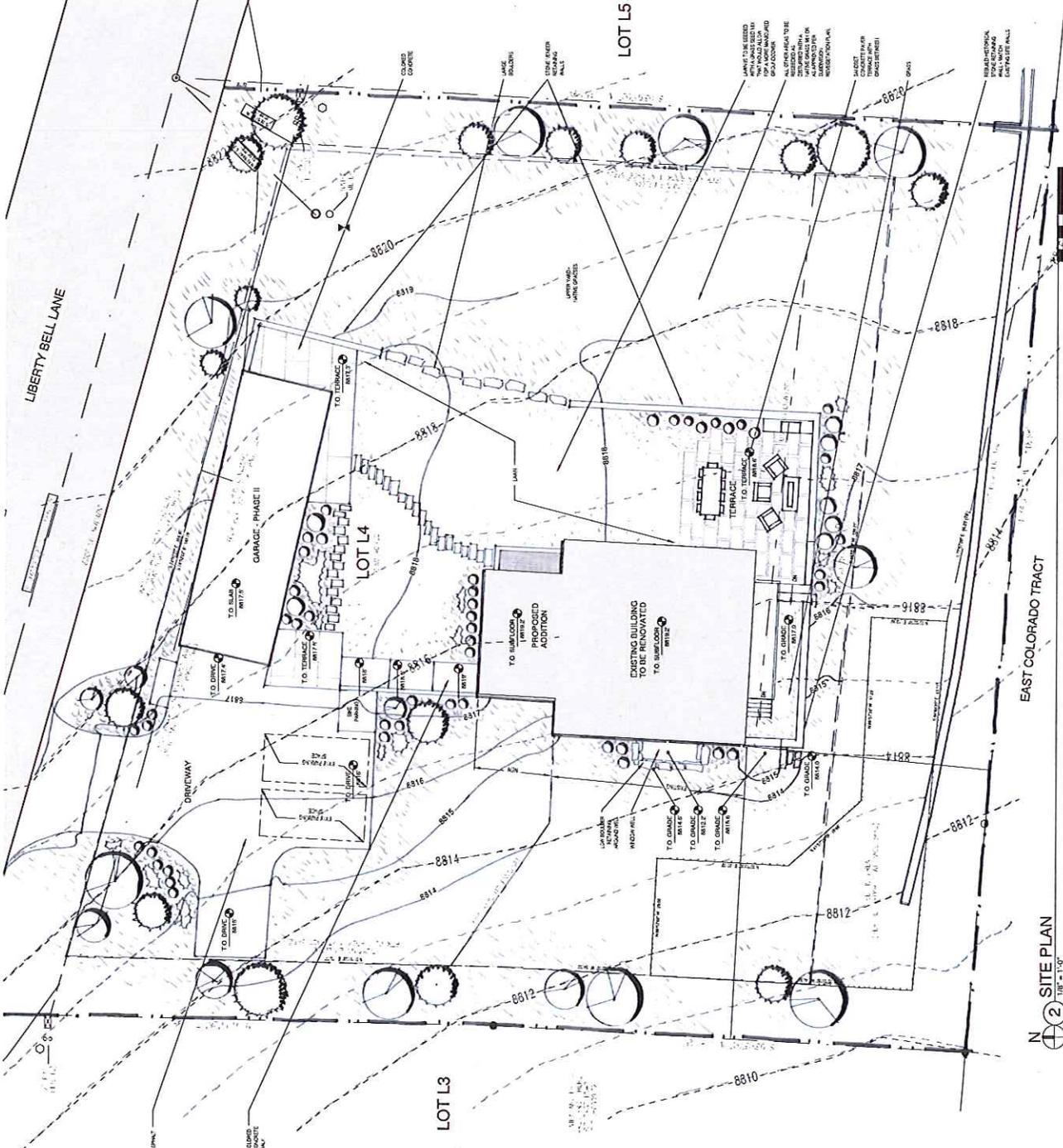
**LANDSCAPE LEGEND:**

	DOGWOOD (CORNUS SP.)
	AMERICAN HORNBEAM (CORNUS SP.)
	WILLOW (CORNUS SP.)
	SPICE (CORNUS SP.)
	EVERGREEN (CORNUS SP.)
	PERSONAL (CORNUS SP.)
	WATER (CORNUS SP.)

**SITE PLAN NOTES:**

- REFER TO BOOK PLANS FOR ALL EXISTING AND PROPOSED UTILITY LINES AND ALL UTILITIES SHALL BE PROTECTED AND SHALL NOT BE DISRUPTED OR REMOVED WITHOUT THE WRITTEN PERMISSION OF THE CITY ENGINEER. ALL UTILITIES SHALL BE PROTECTED AND SHALL NOT BE DISRUPTED OR REMOVED WITHOUT THE WRITTEN PERMISSION OF THE CITY ENGINEER.
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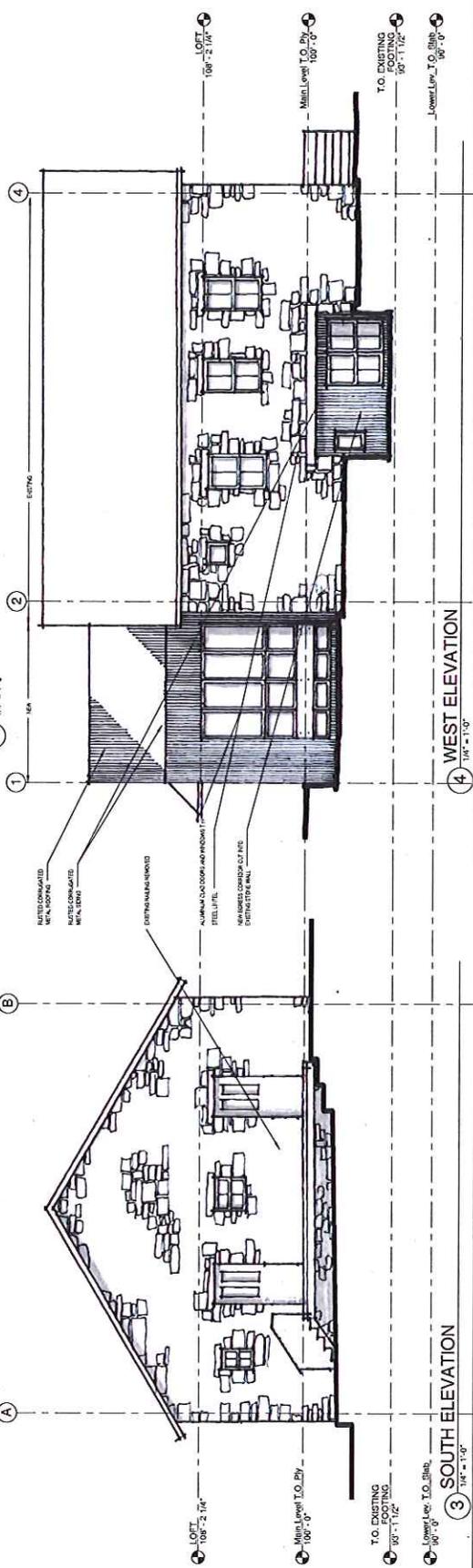
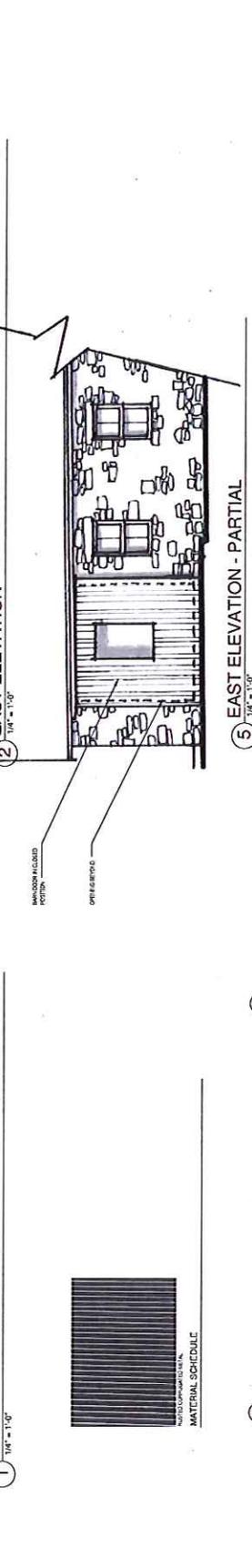
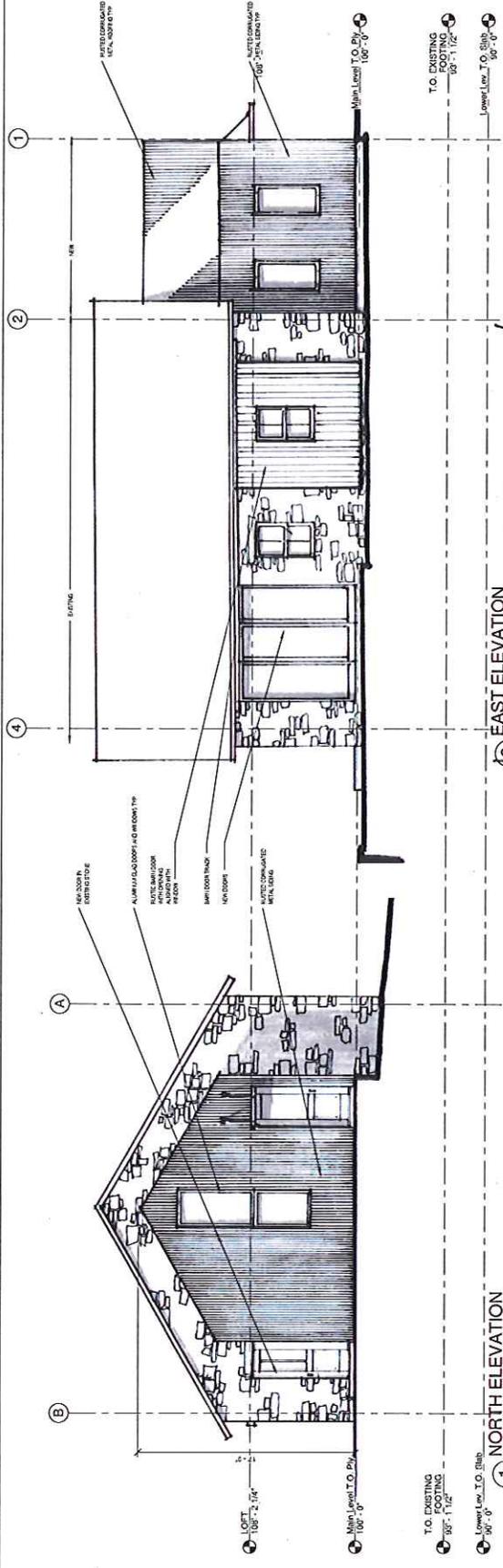
USE OR REVISION: CONFORM TO CITY OF GRAND JUNCTION REQUIREMENTS FOR PROTECTION OF UTILITIES.

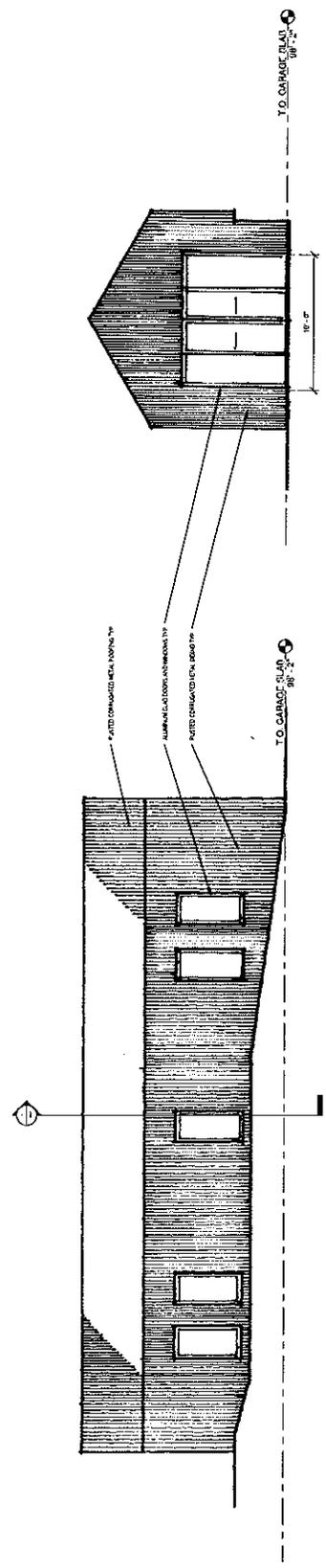


**N**  
 2  
 SITE PLAN  
 1/8" = 1'-0"

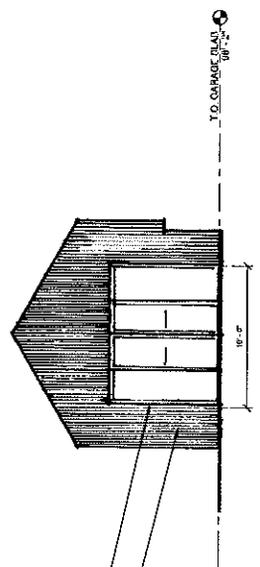


Z:\Users\Project110 - Newman\Drawings\1410\1410.dwg 3/23/15 1:16 PM

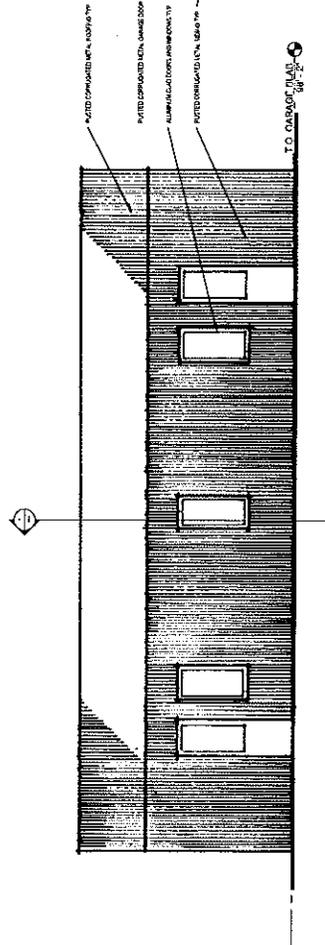




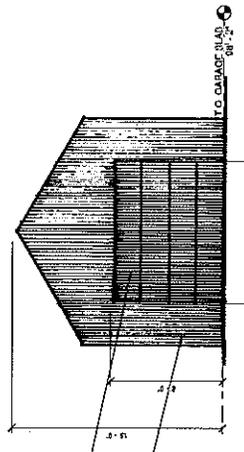
① GARAGE NORTH ELEVATION  
 1/4" = 1'-0"



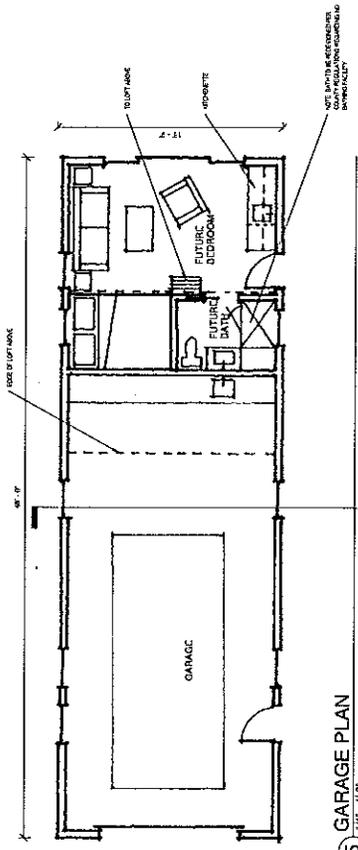
② GARAGE EAST ELEVATION  
 1/4" = 1'-0"



③ GARAGE SOUTH ELEVATION  
 1/4" = 1'-0"

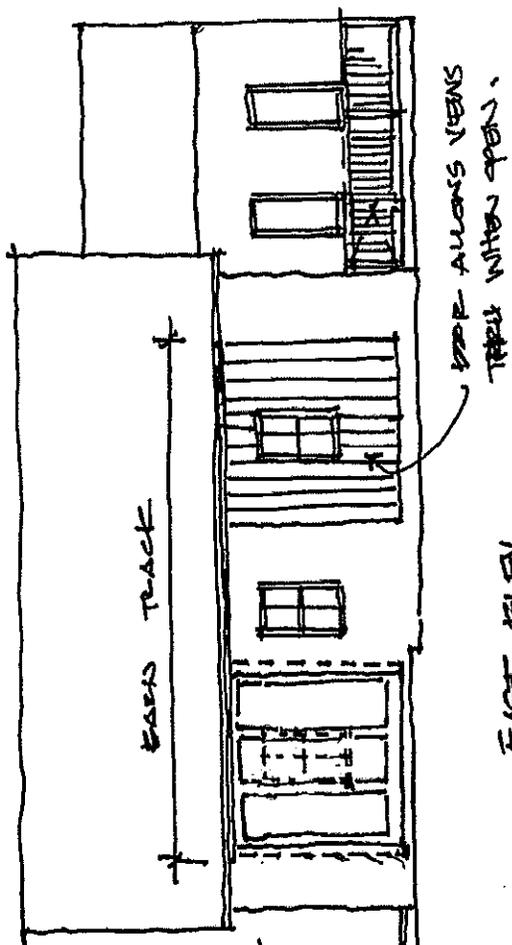


④ GARAGE WEST ELEVATION  
 1/4" = 1'-0"

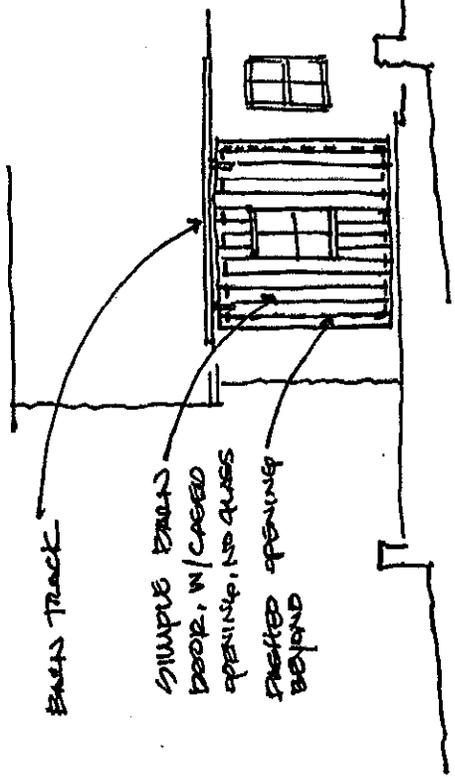


⑤ GARAGE PLAN  
 1/4" = 1'-0"





EAST ELEV.



EAST - EAST DOOR  
(PARTIAL)

EAST TRACK

SIMPLE TRACK DOOR, W/ CASED OPENING, NO GLASS  
SMALLER OPENING BEHIND

EAST - ALLOWS VENTS TO BE OPEN WHEN OPEN.

## March 26, 2015 County Historical Commission (CHC) Meeting Summary

Present: Commission members George Greenbank, John Wontrobski, and Chair J.J. Ossola; applicant representatives Peter Sante and Shane Jordon, Sante Architects; visitor Ted Wilson and staffer Linda Luther-Broderick.

### Request to Change Declaration of Covenants, Stone House – Liberty Bell 4, Idarado Legacy Subdivision

Staff gave a brief background including the following. In 2005, the CHC had opposed a proposed demolition of the Stone House, and recommended mitigation of the building's lead contamination stating that the building is one of the last remaining standing structures representative of Idarado Mining Company's long history in the Telluride Valley and as such should be decontaminated, stabilized and protected.

According to Peter Sante, Klinke and Lew Preservation Contractors of Silverton were hired to assess the structure. Klinke and Lew recommended dismantling the building in order to do the necessary work and some of the original stone was re-used. The end result was a stabilization/reconstruction of the historic building known today as the Stone House which is protected by a Declaration of Covenants. Sante also noted the building is labeled as a boiler building in the Sanborn Insurance maps. He showed photos from the Rio Grande Southern Rail Road books in which the building had roof gables and a chimney.

Staff outlined the task before the CHC as reviewing the proposed changes to the building and making recommendations regarding changes to the building and the modifications to the language in the Declaration of Covenants, if proposed changes to the building are approved.

Sante Architects representing the owners presented construction plans which include a separate garage with guest quarters and an addition to the north side of the Stone House. Plans include basement living quarters. The Stone House will be the main building rather than an attachment to a main building as anticipated in the Declaration of Covenants. The architects noted changes in grade elevation between the original construction and stabilized Stone House.

The design features prohibited by the Declaration of Covenants are the issues of concern for CHC. These features include a window well on the west side of the Stone House and a 3-wide glass door on the southeast side of the Stone Building. The 3-wide glass door will be covered by a sliding barn door when the house is not in use. The sliding barn door has a window opening which allows for a semblance of the original windows whether over a window at the north end or the glass doors at south end. See attached plans dated 3/23/2015 by Sante Architects.

John Wontrobski said he thought the requested changes were reasonable and the treatment sensitive.

George Greenbank agreed that the architects had produced good work. He said he was startled by the grade change. He asked if the architects would help document that the original stones were re-used. He noted how appreciative the commission would be if the owners would consider nomination of the structure to the county's Historic Register. He asked that architects try to utilize the original retaining

wall-look in the patio, per a photo of the original structure. He also asked that the architects temper the 3-wide door.

J.J. Ossola said he loved that the owners are keeping their project small.

Staff reported that the county attorney suggested the applicant provide language to amend paragraph 1.3.3 of the Declaration of Covenants to allow for the proposed changes.

Motion by John W. to recommend approval of the proposed remodel of the Stone House, Lot 4, Liberty Bell as presented on drawings dated and narrative dated 3/23/2015 by Sante Architects noting the suggestion that the Stone House be nominated to the County's Historical Register as a County Historical Landmark. Second by Greenbank. Approved unanimously.

Motion by John W. that paragraph 1.4 in the Declaration of Covenants is amended to read as follows:

It is anticipated that the Stone House will be attached to or otherwise incorporated within other improvements being constructed on the Property. The attachment to the Stone House may only be made along the rear/north façade of the Stone House. All efforts shall be made to maintain the visibility of all four corners of the Stone House from East Colorado Avenue and the Interpretative Trail. All other terms and conditions contained in the Declaration shall continue to otherwise apply. Seconded by Greenbank. Approved unanimously.

#### Update on Pandora Mill

Staff gave a quick update on the quotes for roof repair on the Pandora Mill and discussions with Idarado Operations Manager Larry Fiske. The county and Idarado Mining Co have not yet determined a course of action.

The CHC set the June 4, 2015 as the Public Hearing Date to nominate the Log Cabin in Norwood to the County's Historic Register and as a County Historic Landmark.

Meeting Adjourned at 7:10 PM

**DECLARATION OF COVENANTS  
(Stone House – Lot L-4)**

THIS DECLARATION OF COVENANTS (“Declaration”) is made as of this 18<sup>th</sup> day of August, 2005 (“Effective Date”) by Idarado Legacy, LLC, a Colorado limited liability company (“Declarant”). Idarado Legacy Homeowners Association, a Colorado nonprofit corporation (“Association”) has joined in this Declaration acknowledging its consent to the terms, conditions, provisions, rights, duties and obligations as stated herein and its agreement to be bound thereby.

**RECITALS**

A. Declarant is the owner of Lot L-4, Idarado Legacy Subdivision (“Property”) located in San Miguel County, Colorado. The Property was: (1) established by the Declaration of Covenants, Conditions and Restrictions for Idarado Legacy Subdivision recorded on June 17, 2004 at Reception No. 367146 in the Office of the Clerk and Recorder of San Miguel County, Colorado (“Official Records”), and the First Amendment to the Declaration recorded on September 17, 2004 in Reception No. 369142, the Second Amendment to the Declaration recorded on November 1, 2004 in Reception No. 370144; the Third Amendment to the Declaration recorded on November 1, 2004 in Reception No. 370145; the Fourth Amendment to the Declaration recorded on January 27, 2005 in Reception No. 372009; and the Fifth Amendment to the Declaration recorded on August 18, 2005 in Reception No. 377044, as may be further amended from time to time (collectively “Community Declaration”); and (2) depicted on the Final Record Plat of Idarado Legacy Subdivision recorded February 10, 2004 in Plat Book 1 at Page 3238, Reception No. 364049 in the Office of the Clerk and Recorder of San Miguel County, Colorado, as amended by the First Amendment to the Final Plat recorded on November 1, 2004 in Plat Book 1 at Page 3368, Reception No. 370139 and as amended by the Second Amendment to the Final Plat recorded on August 18, 2005 in Plat Book 1 at Page 3508, Reception No. 377044 (“Second Plat Amendment”), as such plats may be further amended from time to time (collectively, the plats are referred to as the “Community Plat”). The Property was annexed into the Idarado Legacy Subdivision (“Common Interest Community”).

B. Idarado Legacy Homeowners Association, a Colorado nonprofit corporation (“Association”) was duly formed in furtherance of the purposes stated in the Community Declaration, evidenced by the filing of its Articles of Incorporation and Bylaws.

C. A certain structure has existed on the Property (“Stone House”), which the Declarant is disassembling and then reassembling on the Property (“Stone House Renovation”). Declarant intends that the Stone House be used, kept and maintained in accordance the terms and conditions of this Declaration.

D. Declarant desires to establish and create certain covenants, restrictions and easements (“Covenants”) addressing the Stone House, as further described and provided for herein.

**COVENANTS/AGREEMENTS**

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Declarant hereby declares that the Property shall be held, sold, used and conveyed subject to the following easements and covenants which are for the purpose of protecting the value and desirability of, and which shall run with title to, the Property subjected to this Declaration. This Declaration shall be binding upon all parties

having any right, title, or interest in the Property ("Owner") or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

1. **Use and Maintenance of the Stone House.**

1.1. The Stone House shall be located within the area designated on attached **Exhibit "A"** ("Approved Stone House Location"). In no event may a structure be constructed at a location that is further south than the southern point of the Stone House.

1.2. Following the completion of the Stone House Renovation, the owner of the Property shall retain the Stone House as it then exists, except for such limited modifications as allowed by Section 1.4.

1.3. The Owner may not undertake any of the following actions that would alter the exterior appearance of the Stone House:

1.3.1. Demolish the Stone House.

1.3.2. Place any coverings over the Stone House, including, without limitation, paint, sealant, concrete, mortar, brick, other stones, wood, plywood, landscaping, adding awning or other exterior window coverings, and the like which in any way would block or inhibit the natural appearance of the actual stones used in connection with the Stone House Renovation.

1.3.3. Alter the size or location of the windows, doors or roof of the Stone House, including any modifications to the materials or design of the roof, except for any modifications to the roof structure or design that are necessary to integrate the Stone House into other structure improvements which may be erected on the Property.

1.3.4. Alter the dimensions of the Stone House.

1.3.5. Alter the location of the Stone House outside of the Approved Stone House Location.

1.4. It is anticipated that the Stone House will be attached to and otherwise incorporated within other improvements being constructed on the Property. The attachment to the Stone House may only be made along the rear/north façade of the Stone House and/or for up to twenty feet of the north side of the east façade of the Stone House and roof structure connections above the areas called out herein. All efforts shall be made to maintain the visibility of the Stone House from East Colorado Avenue and the Interpretive Trail. All other terms and conditions contained in this Declaration shall continue to otherwise apply.

1.5. The Owner of the Stone House shall undertake reasonable efforts to maintain and preserve the historic context and presentation of the Stone House and ensure the structure remains in a structurally sound condition.

1.6. Nothing herein shall obligate the Owner of the Stone House to reconstruct the Stone House in the event of a natural event materially damages or destroys the Stone House.

1.7. The Declarant, the Association and San Miguel County are hereby deemed to be the parties benefited by this Declaration ("**Benefited Parties**") and are authorized and empowered to monitor and enforce compliance with the Covenants.

1.8. The Benefited Parties are hereby granted an easement to enter upon the Property to inspect the Stone House to determine if the owner of the Stone House is in compliance with these Covenants.

1.9. Should the Owner fail to comply with the Covenants, following the provision of written notice and an opportunity to cure of not less than ten days, any of the Benefited Parties shall have the right to seek the remedies provided for in this Declaration and, in addition, should the owner fail to correct the violation, any Benefited Party is authorized to come upon the Property and correct the violation. Any cost incurred by the Benefited Party in correcting the violation will be assessed by the Association against the Property as a Reimbursable Assessment under the Community Declaration and shall constitute a lien against the Property. The Association shall pay the Benefited Party that incurred the cost of correcting the violation when the Reimbursable Assessment is collected by the Association.

## 2. Miscellaneous.

2.1. Heirs, Successors and Assigns. The covenants and restrictions and the rights, duties and obligations stated and declared herein shall be binding upon and shall inure to the benefit of and shall be a burden upon the heirs, designees, guests, contractors, successors and assigns of the Declarant, the Association, the Owner and each of the Benefited Parties.

2.2. Run With The Land. The covenants and restrictions and the rights, duties and obligations stated and declared herein shall run with and be a burden upon the Property.

2.3. Modification. This Declaration may be amended only by the unanimous written consent of the Declarant, the Association, the Owner and each of the Benefited Parties.

2.4. Recordation. This Agreement is intended to be recorded by the Declarant in the Official Records.

2.5. Enforcement and Remedies. This Declaration and the rights and obligations of the Parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Colorado. Venue is restricted to San Miguel County, Colorado. A Party, including each of the Benefited Parties, may pursue any and all available rights and remedies in enforcing their rights hereunder. A Party, including each of the Benefited Parties, has a right to specific performance to ensure performance of another Parties obligations hereunder. In any action for enforcement of rights hereunder, the prevailing Party, including each of the Benefited Parties, shall be entitled to an award for recovery of their costs and fees, including reasonable attorney fees. Except as may be expressly otherwise stated or provided, with respect to all required acts of the Parties, time is of the essence.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the Effective Date.

**DECLARANT:**

IDARADO LEGACY, LLC,  
a Colorado limited liability company

By: Idarado Mining Company,  
a Delaware corporation  
Member of Idarado Legacy, LLC

By: *William S. Lyle*  
William S. Lyle, Vice President

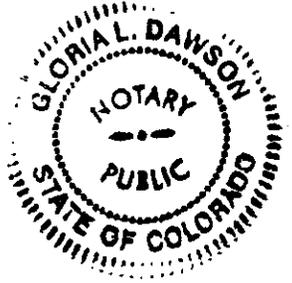
STATE OF COLORADO     )  
  ) ss.  
COUNTY OF Denver     )

Acknowledged, subscribed and sworn to before me this 13<sup>th</sup> day of August, 2007<sup>7<sup>901</sup></sup> by William S. Lyle, Vice President of Idarado Mining Company.

Witness my hand and official seal.

*Gloria L. Dawson*  
Notary Public

My commission expires: 5-1-11



**ASSOCIATION CONSENT:**

Idarado Legacy Homeowners Association,  
a Colorado nonprofit corporation

By: *J. Christopher Chaffin*  
J. Christopher Chaffin, President

Date: 8/21/07

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

Acknowledged, subscribed and sworn to before me this 21 day of August, 2007<sup>Jan</sup> by J. Christopher Chaffin, President of Idarado Legacy Owners Association.

Witness my hand and official seal.

*Kit Lee*  
Notary Public

My commission expires: 10/10/2010



## MEMORANDUM

TO: Board of County Commissioners  
 FROM: Mike Rozycki, Planning Director   
 RE: Lawson Hill Property Owner's Company Request to Remove Price Cap Provisions From the 2010 Amended & Restated Deed Restriction and Covenant  
 DATE: Wednesday, March 25, 2015 [\[text/Lawson/amend.restated.covenant\]](#)

At your meeting on March 4, 2015 the Board discussed the February 12, 2015 letter from the Lawson Hill Property Owner's (LHPOC) Board of Directors requesting that the County Commissioners consider amending the above captioned Deed Restriction and Covenant by removing all references to applying a price cap in the limited circumstances referred to in Section 1.8 "Price Appreciation Caps" and Section 11, "Rights Concerning the Exercise of Option to Purchase". I have attached a copy of the specific provisions that the LHPOC asked be removed from the Amended and Restated Deed Restriction. At the March 4, 2015 BOCC meeting, Steven Zwick, the County Attorney, suggested that there may be a way to address this issue of the LHPOC private covenants prohibiting "price-caps" without amending the Amended and Restated Deed Restriction that was approved by the BOCC in 2010. At the March 4, 2015 meeting Lois Major, on behalf of the San Miguel County Housing Authority (SMCHA), advised that the SMCHA has moved away from entering into Options to Purchase when a deed restricted unit changes hands so there are fewer instances where SMCHA will have an Option to Purchase a Unit and in turn the likelihood that SMCHA will buy a unit out of foreclosure (under an Option to Purchase) will be fewer than in the past. This is to say that there should be relatively few situations where the BOCC might elect to apply a Resale Price Cap as provided for in the Amended and Restated Deed Restriction and Covenant. At the March 4, 2015 BOCC meeting it was also requested that staff provide the BOCC with additional information concerning the options or potential tools that may be available to the County in the event the County loses money through the purchase and resale of a deed restricted unit. There was also a discussion and concerns expressed regarding how the County may prevent an individual from making a "windfall" profit on the resale of a residential unit purchased from the County, and how to retain the relative affordability of deed restricted units so the next set of employees and future work force may be able to purchase these existing deed-restricted units and live in the Telluride Region.

## BACKGROUND

The Amended and Restated Deed Restriction that has been offered to some of the owners of deed restricted properties in the R-1 School District, as an alternative to the current R-1 Deed Restriction and Land Use Code provisions for Affordable Housing, was approved by the Board of County Commissioners (BOCC) at a public meeting held on Wednesday July 21, 2010. At that Board meeting, which was attended by representatives and individuals from the various Affordable Housing PUD's including representatives of the LHPOC, the Board authorized county staff to offer this new Amended and Restated Deed Restriction to owners of Deed-Restricted properties in Two Rivers, Aldasoro Ranch, and San Bernardo. The BOCC at that time did not authorize staff to offer this Amended and Restated Deed Restriction and Covenant to owners of deed-restricted units in upper Lawson Hill due to the conflict between the Lawson Hill Community's Sixth Amendment to their Covenants, adopted in 2006, prohibiting any owner or

governmental entity from placing price caps or similar devices to control the price for which a property can be sold, resold or rented, and the provisions in the Amended and Restated Deed Restrictions in Section 11 that in limited circumstances allows the County in its discretion to place a Resale Price Cap against the subject property.

I have attached a copy of the minutes from the July 21, 2010 Board meeting together with a copy of a Staff Memo to the BOCC dated July 21, 2010. This memo outlines staff's comments responding to questions and issues that had been raised about the proposed new deed-restriction and covenant at an informational meeting with Lawson Hill owners and representatives held on June 8, 2010. Item E. in this July 21 memo explains that the Lawson Hill General Declaration expressly prohibits the County from imposing Price Appreciation Caps on existing R-1 Deed Restricted property within the Lawson Hill PUD. The new County deed-restriction does provide for a Resale Price Cap Covenant in the limited circumstance where the County purchases a property out of foreclosure in order to preserve and retain the deed-restriction and the County sustains a monetary loss on resale of the subject property. At that time in 2010 staff recommended that the BOCC not offer owners of deed-restricted properties in Lawson Hill the opportunity to enter into this new Deed Restriction unless or until the LHPOC agrees to subordinate their General Declaration prohibition on Price Appreciation Caps to the limited and discretionary Resale Price Cap Covenant in the County's Amended and Restated Declaration. An alternative presented in the July 21, 2010 memo was to have the LHPOC join in and execute each of the covenants along with the property owner acknowledging that the Resale Price Cap Covenant in the new deed restriction does not fall under the prohibition in the Sixth Amendment to the Lawson Hill Declaration. In the ensuing five years since the Amended & Restated Deed Restriction was approved by the BOCC the LHPOC has not changed or modified the Use Restrictions in their Declaration concerning the prohibition on price caps within the Lawson Hill PUD. The various other Owners Associations that include AH deed-restricted units in the unincorporated areas of the County have not enacted private restrictions that prohibit price caps on the resale of affordable housing units on deed-restricted properties within their PUDs. In 2009 the State Legislature amended the Colorado Common Interest Ownership Act (CCIOA) C.R.S 38-33.3-106.5 "Prohibitions Contrary to Public Policy" to **prohibit** HOA's in "ski resort communities" that are subject to CCIOA from enacting covenants that would restrict a unit owner's ability to impose caps on the permissible sales price of a unit

One of the primary reasons for working for several years on drafting this new covenant was to remove the guidelines, rules and regulations for Deed Restricted properties out of the County Land Use Code (LUC), which may be amended by the BOCC, and make the new deed restriction & covenant, essentially a contract that cannot be changed without the landowners written consent. The new covenant also addresses a number of issues and provides specific exemptions (provisions) pertaining to beneficiaries, co-borrowers, absences related to military service, family medical need, disability, retirement, ownership of other residential property, an appraisal provision for forced sales, etc. which should substantially reduce the number of exceptions that owners of deed-restricted property routinely apply to the BOCC, as the SMC Housing Authority, to consider under the current R-1 School District Affordable Housing Deed Restriction.

In adopting the R-1 Housing Deed Restriction and Appurtenant Guidelines Rules and Regulations in 1991 the BOCC adopted the deed-restriction applicable in unincorporated areas

with the premise that these restrictions would allow customary free-market (unrestricted) practices to influence the sale and rental of Deed Restricted Property. This same premise is reiterated in Recital A of the 2010 Amended and Restated Deed Restriction, i.e. allowing customary free-market (unrestricted) practices to influence the sale and rental of Deed Restricted Property (in unincorporated areas) as much as possible.

To date there are approximately 30 property owners who have entered into the Amended and Restated Deed Restriction in Aldasoro, Two-Rivers, the "Q" lots and San Bernardo. Of the approximately 261 property owners in the deed-restricted communities in unincorporated San Miguel County that would be eligible to enter into this new deed-restriction approximately 132 of these owners are in the upper Lawson Hill PUD. At present there are ten (10) residential units in Rio Vistas 2, Lot O, of the Lawson Hill PUD that are subject to an AH Covenant approved by the BOCC in 2002 with a price appreciation cap similar to the Town of Telluride's AH Deed Restriction. This special AH Covenant was required for the Rio Vistas 2 project because federal and County funds were provided to subsidize this Affordable Housing project. As a condition of receiving federal dollars through the State specific income restrictions are required as an additional qualifying requirement to own one of these residential units in Rio Vistas 2. I am aware of one situation in upper Lawson Hill where the BOCC in 2002 in granting an exception to an individual who also owned Free Market Property in Montrose County, in an effort to have the property remain affordable to specific income groups in the future, applied a fixed appreciation value (price cap) as a condition of granting the exception to the applicable R-1 Deed Restriction. It is my understanding the BOCC may have also applied price appreciation caps on two properties in the Sunshine Valley/ Two Rivers LHPUD as conditions of granting exceptions to the owners of those units. I am not aware if these price appreciation caps still apply to the properties in the Two Rivers area or not.

Two primary issues of concern from the County perspective is to potentially recoup the funds the County spends so as not to lose the deed-restriction on a residential unit in an AH PUD and also to ensure that the party that buys from the County in these situations doesn't gain a "windfall" at the County's expense and to help keep deed-restricted homes relatively affordable. The implementation of the Resale Price Cap Covenant does not help or get any of the County's money back in these situations but it minimizes an owner's opportunity to resell a deed-restricted unit for a huge profit or windfall. The one method staff is aware of at present to potentially recoup money that is spent to retain the deed-restriction is for the County as part of the negotiation of the resale of an Option to Purchase is to propose "profit sharing" where the buyer would agree to share some portion of the future sale of their deed-restricted unit with the County. This may include a sliding scale where the amount of the profit to be shared in the event of a future sale with the County would be reduced based on the number of years that the owner occupies the deed-restricted unit. In discussing this issue with the LHPOC Board of Directors, Lynn Black and I suggested that we didn't think it was necessary or appropriate to specify the terms the County, as the owner, may choose to negotiate with a buyer concerning the resale and purchase of a Deed Restricted unit. It is acknowledged that imposing a Resale Price Cap Covenant in certain circumstances may help keep those individual units more affordable in the future. I would also point out that in my opinion in tough economic times when there are foreclosures it is difficult to resell deed-restricted units for the amount the County paid to save the deed-restriction adding further conditions on the resale, such as either a Resale Price Cap,

Profit Sharing, or any similar mechanism intended to recoup the County's money, is likely to make it even harder to resell the unit and potentially affect and reduce the sales price.

At present the affordability of the deed-restricted units in the Lawson Hill PUD is primarily a function of who may qualify to purchase and occupy the deed-restricted residence and the restrictions on the Maximum Allowable Size of the residences in terms of both Maximum Allowable Floor Area and Maximum Building Foot Print for each of the lots within the LH PUD. The typical maximum allowable Floor Areas are 900, 1,200 and 1,600 sq. ft. in size. In many instances the maximum building footprint cannot exceed 50% of the maximum allowable Floor Area. In residential units in Lawson Hill the basement sq. ft. doesn't count toward maximum Floor Area but cannot exceed the maximum allowed building footprint

### **OPTIONS & ALTERNATIVES FOR THE BOCC'S CONSIDERATION**

1. The BOCC could stick with the position recommended by County staff in July 2010 and not authorize staff to offer the Amended and Restated Deed Restriction and Covenant to the owners of residential unit owners within the Upper Lawson Hill PUD unless or until the Lawson Hill Property Owner's take an action to amend their Declaration and the private covenant that prohibits owners and the government to impose a price cap on the sale or resale of a deed-restricted property in the limited circumstances provided for in the new deed-restriction.

The pro to this position is that in some situations imposing a price cap could serve the purpose of ensuring that the buyer of a deed-restricted property doesn't end up with a windfall profit and it may help retain the relatively affordability of the deed-restricted residential unit.

The con to this position is that five years have passed since the BOCC approved the Amended and Restated Deed Restriction in 2010 and the Lawson Hill owners and residents have not initiated or taken any action to amend their Declaration during this period. As a result the BOCC has had to hear and consider a considerable number of requests for exceptions that may have otherwise been addressed by the provisions of the Amended and Restated Restriction and Covenant. In reviewing the Lawson Hill Declaration and the provisions for voting on matters within the PUD I believe it may be very difficult to amend the Declaration to remove this prohibition on Price Caps. The Lawson Hill Declaration, Section 12.5 (d) speaks to material changes requiring a vote of 75% of all unit owners. It is my understanding that the amendment that was adopted in 2006 was considered to be a material change and was approved through this "super majority" process. It is also my understanding that the voting on matters including amendments to the declarations per the Lawson Hill Declarations are counted one vote per residential unit and one vote per 1000 square feet of assigned density for Industrial zoned properties. I don't have the exact figures but it is evident that there are more votes associated with the industrial square footage than there are votes associated with the residential units. This is to say that in order to remove this prohibition on price caps those owners of residential units who would want to take advantage of the provisions in the

Amended and Restated Declaration and Covenant would need to convince the majority of owners of both the residential units and the owners of the industrial square footage to support the amendment. By holding fast to this current position there are approximately 132 owner's in Upper Lawson that are precluded from taking advantage of new County deed-restriction which in my opinion for a host of reasons is far superior to the current R-1 Deed Restriction and the various provisions of the County LUC that govern deed restricted units that have been amended by the BOCC on multiple occasions.

2. The BOCC could authorize staff to offer the Amended and Restated Deed Restriction and Covenant to residential unit owners within Upper Lawson without changing or amending the document in anyway. The residential unit owners could enter into the new County deed-restriction but there would remain an underlying conflict between the Amended and Restated Deed Restriction and Covenant and the Lawson Hill Declaration concerning the BOCC's ability in their discretion to impose a Resale Price Cap Covenant in the limited situations provided for in Section 11 Rights Concerning the Exercise of Option to Purchase.
3. As a follow-up to his comments at the March 4, 2015 BOCC meeting Steven Zwick, the County Attorney has sent an email that discusses his observation that there could be a mechanism that would allow for the Amended and Restated DR and Covenant to apply to properties in Upper Lawson without amending that document's template. To accomplish and address the inherent conflict Mr. Zwick has drafted an Acknowledgement of the Inapplicability of the Resale Price Cap Covenant in Section 11 of the Amended and Restated Deed Restriction and Covenant. This draft document, which is attached to this memo, restates what appears to be the legal relationship between the County's new deed restriction and Lawson Hill's amended Declaration. This draft Acknowledgement is a separate document that would be signed by each owner in Lawson Hill when they are signing the new deed-restriction.

The pro to this position is that it honors the LHPOC's request without requiring a change to the existing deed-restriction template, addresses the inherent conflict over price caps within Upper Lawson, and makes the Amended and Restated Deed Restriction and Covenant available to the largest number of owners of deed-restricted residential units in the unincorporated areas of the County. Additionally, if the Lawson Hill Property Owners were to amend their Declaration to remove this prohibition on Price Caps in the future the provisions of Section 11 regarding the Resale Price Cap Covenant could potentially apply to some of the deed-restricted units in Upper Lawson in the future.

The con to this solution is it takes away one of the County's tools for minimizing the potential for an owner to achieve a windfall when they resell the property purchased from the County and for potentially retaining the relative affordability of a residential unit for the next generation work force. I am also concerned that this approach may be unfair to those approximately 30 property owner's in the other AH PUD subdivisions who have signed the new County Deed-Restriction with the Section 11 Resale Price Cap Covenant in their contract with the County, as well as, being unfair to owners of deed restricted units outside of Upper Lawson who will still potentially be subject to the BOCC

imposing a Resale Price Cap Covenant under certain circumstances. As previously stated changes to CCIOA in 2009 now prohibit HOA's in "ski resort communities" subject to CCIOA from enacting covenants that would restrict a unit owner's ability to impose caps on permissible sales prices of a unit. During negotiations with the owners of deed-restricted properties concerning the terms and conditions of the Amended and Restated Deed Restriction and Covenant several owners in Aldasoro and San Bernardo stated that if in the future the BOCC were to remove the Resale Price Cap Covenant provision for Upper Lawson they would ask the BOCC to do the same for them.

4. The BOCC could agree to amend the new County Deed Restriction by making the following change to Section 1.8 striking the following sentence:

1.8 Price Appreciation Caps. ~~Except for the limited circumstances stated in Section 11,~~  
The County will not enter any agreement with the Subject Property Owner that imposes a Price Appreciation Cap on the Subject Property, unless the applicable Homeowners Association(s) expressly agree to such Price Appreciation Cap in writing. This limitation and restriction includes agreements that do not purport to run with the land and bind only the Subject Property Owner or a prospective buyer. *A statement could be added here if deemed necessary or beneficial that would state this provision does not preclude San Miguel County as an owner from negotiating a profit sharing requirement or any similar mechanism to recoup its expenditure of funds during the resale of the affordable housing unit.* Section 11 Rights Concerning the Option to Purchase would be deleted in its entirety as would the definition of Price Appreciation Cap.

The pro to this alternative is that it makes the Amended and Restated Deed Restriction and Covenant available to all of the owners of deed-restricted properties in Upper Lawson without giving the owner's in Lawson a "benefit" that is not evenly applied to other deed-restricted properties outside of the Lawson Hill PUD. I would also suggest that consideration be given to those approximately 30 individuals that have already entered into Amended and Restated Declaration by providing them an opportunity to sign an Acknowledgment similar to the one drafted by Mr. Zwick stating that Section 11 of their deed-restriction no longer applies to their contract with the county.

The con to this alternative is that it takes away one of the County's potential tools when dealing with the exercise of Options to Purchase deed-restricted properties.

## LAWSON HILL PROPERTY OWNER'S CO

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Bill De Alva  
Ginny Gordon  
Jody Van Stratt  
Julie McNair  
Pamela Hall  
Stanya Gorraiz

Mike Rozycki  
Lynn Black  
Via email

February 12, 2015

RE: Modification to the Amended and Restated Deed Restriction

Dear Mike and Lynn,

Thank you for taking the time to meet with the Lawson Hill Board to discuss the Deed Restricted Covenant. As you are aware, the Lawson Hill Declarations restriction on price control has made it impossible for our community to adopt the new covenant. Together with the County staff we spent many hours working on the details in this covenant and find it is a better solution than tying a deed restriction plat note to the Land Use Code.

The Lawson Hill Property Owners Board is respectfully asking the Board of County Commissioners to consider removing all reference to the price cap in the Amended and Restated Deed Restricted Covenant. This would include Section 1.8, Price Cap Appreciation, Section 11, Rights Concerning the Exercise of Option to Purchase and the relevant definitions.

The County will continue to retain their ability to negotiate specific profit sharing agreements with buyers of any properties they have purchased as a means to recoup funds spent in excess of the resale price.

Thank You,

Lawson Hill Board of Directors

2010 Amended Restated  
and Restricted  
Language to be removed

1.8. Price Appreciation Caps. Except for the limited circumstances stated in Section 11, 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 Homeowners Association(s) expressly agree to such Price Appreciation Cap in writing. This limitation and restriction includes agreements that do not purport to run with the land and bind only the Subject Property Owner or a prospective buyer.

**Section 11. Rights Concerning the Exercise of Option to Purchase.**

11.1. Definitions. The following definitions shall apply to this Section 11.

11.1.1. Resale Deficiency Balance. If the County acquires the Subject Property pursuant to the terms of an Option to Purchase, the amount by which the County's actual costs incurred upon resale of the Subject Property exceed the amount the County received in consideration for the resale of the Subject Property.

11.1.2. Resale Price Cap Covenant. A real covenant and equitable servitude that imposes a Price Appreciation Cap on the Subject Property.

11.2. Application of Resale Price Cap Covenant. If the County elects to exercise its rights pursuant to a separately executed Option to Purchase, and if the County incurs a Resale Deficiency Balance after resale of the Subject Property, then the County may elect to place a Resale Price Cap Covenant against the Subject Property that imposes a Price Appreciation Cap against the Subject Property equal to a three percent annual appreciation measured from the price that the County received for the Subject Property and adjusted each year from the date of that sale.

11.3. Terms of Resale Price Cap Covenant. The Resale Price Cap Covenant shall provide that the then Subject Property Owner and any heir, successor and assign of the then Subject Property Owner, and/or any Homeowners Association governing the Subject Property, may at any time, but need not, pay the County the Resale Deficiency Balance, plus interest on the Resale Deficiency Balance. Interest on the Resale Deficiency Balance shall be adjusted on the first business day of every month to the amount indicated as the Prime Rate in the Wall Street Journal on that date. Upon payment of the Resale Deficiency Balance plus interest in full, the County shall immediately release the Subject Property from any force or effect of the Resale Price Cap Covenant and, thereupon, the Resale Price Cap Covenant shall have no further force or effect against the Subject Property.

11.4. No Effect on Option to Purchase. Nothing herein is intended to otherwise alter or affect the rights and interests of any party or intended third party beneficiary to the Option to Purchase.

**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:

12.34. Price Appreciation Cap. A percentage limit on the amount that the Subject Property can appreciate by each year, which is intended to artificially lower the property value in order to maintain its

affordability for certain owners and occupants. For example, if a property is purchased for \$100,000 with a Price Appreciation Cap of 3% per year, after one year, the owner may sell it for \$103,000; after five years the owner may sell it for \$112,551; after ten years the owner may sell it for \$130,477, etc. Nothing herein is intended to establish a Price Appreciation Cap on the Subject Property.

**SAN MIGUEL COUNTY-BOARD OF COMMISSIONERS  
WEDNESDAY, JULY 21, 2010**

- b. Consideration to make appointments of the county's members on the Telluride Regional Airport Authority Board of Commissioners.

**MOTION** by May to appoint Ed Roufa, John Micetic and Joan May as regular members on the Telluride Regional Airport Authority Board of Commissioners and to appoint Al Lewis and Lynn Beck as alternate members. **SECONDED** by Goodtimes. **PASSED 3-0.** (ATTACHMENT IX - Resolution #2010-20)

Present: Ed Roufa, TRAA Board Applicant; Lynn Beck, TRAA Board Applicant

9:53 a.m. Recessed.  
10:01 a.m. Reconvened.

**5. PLANNING MATTERS:**

- a. Consideration of an Amended and Restated Deed Restriction and Covenant template that would be offered to owner's of deed-restricted properties to replace the current Deed Restriction and Land Use Code provisions for Affordable Housing.

Present: Mike Rozycki, County Planning Director; Tom Kennedy, Attorney for Lawson Hill Property Owners Company (LHPOC) and Aldasoro Ranch Home Owners Company (ARHOC), and San Bernardo Home Owners Association (SBHOA); Lynn Black, County Administrator; Becky King, Assistant County Attorney; Jody Van Strait, LHPOC; Ginny Gordon, LHPOC; Kim Montgomery ARHOC; Shirley Diaz, SMRHA Executive Director; Pam Hall, LHPOC Manager; Mike Volk, SBHOA; Steve Touni, SBHOA; Steve Zwick, County Attorney; Karen Henderson, County Associate Planner; Delanie Young, SMRHA; Julie McNair, LHPOC; Robert Kreisler, ARHOC; Bill DeAlva, LHPOC; Carol Lee, LHPOC; Nanci Brown, ARHOC; Jim Kolar, ARHOC

**MOTION** by May to approve the [Amended and Restated Deed Restriction and Covenant] template as presented [to replace the current Deed Restriction and Land Use Code provisions for Affordable Housing.] **SECONDED** by Goodtimes.

**AMENDMENT TO MOTION** by May to authorize county staff to offer template to [owner's of deed-restricted properties] at Two Rivers, Aldasoro Ranch and San Bernardo. **ACCEPTED** by May and Goodtimes.

**VOTE ON MOTION: PASSED 3-0.**

11:21 a.m. Recessed.  
11:30 a.m. Reconvened. Chair Goodtimes did not return to meeting room.

- b. Consideration of a request from Planet Bluegrass and AEG-Live to use County Intercept Lot for parking during the Phish Concert to be held on August 9 and 10, 2010.

Present: Lynn Black, County Administrator; Mike Rozycki, County Planning Director; Craig Ferguson, Planet Bluegrass Manager; Bill Masters, County Sheriff; Steve Zwick, County Administrator

**MOTION** by May to approve the request from Planet Bluegrass and AEG-Live to use County Intercept Lot for parking during the Phish Concert. **SECONDED** by Fischer. **PASSED 2-0.**

- c. Other.
  1. Town of Telluride submitted revised landscaping plan for solar installation at Sewer plant. Staff will issue development permit for project.

## MEMORANDUM

**To:** Board of County Commissioners  
**From:** Planning Department Staff  
**Re:** Amended & Restated Deed Restriction & Covenant  
**Date:** July 21, 2010 [text/housing/D-R.covenant.info]

Staffs response to questions and issues discussed at the Lawson Hill informational meeting held on June 8, 2010 concerning the proposed Amended and Restated Deed Restriction and Covenant:

A. A member of the Lawson Hill Property Owner's Company Board has asked if owner's who are in a forced sale situation, due to their being in violation of the deed-restriction, could be given the option of choosing whether they would have to sell their property at the original purchase price, which is the provision in the current deed-restriction, or if they have to sell their property based on a current appraisal and an initial listing price, after the cure period, at 90% of the Appraised Value of the property, as is proposed in the new deed-restriction. It is acknowledged that the use of an appraised value in a forced sale is likely to be beneficial to individuals who have owned their deed-restricted property for a long time and that the use of the original purchase price is likely to be beneficial to individuals who have purchased their deed-restricted property more recently.

Section 8.3.2 Deed Restricted Property Market states that "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 sale and rental of Deed Restricted Property as possible ...". The use of a current appraisal to set value in forced sale situations is consistent with the goal of allowing customary free-market practices to influence the sale of deed-restricted properties.

Section 8.3.3 Consistency and Uniformity states "Consistency and uniformity is of vital importance. It is only through consistency and uniform application of this Covenant that the Deed-Restricted Property market will remain properly defined, thus allowing free market forces (which is what appraisals are intended to reflect) to accurately regulate the sales prices of Deed Restricted property.

For these reasons it is staff's recommendation that if an owner does not cure the violation of the deed-restriction within one year after the violation date, then the Property Owner shall list the property for sale at not more than 90% of the Appraised Value of the property with scheduled reductions as set forth in Sections 7.5 and 7.6 or 9.4.2 and 9.4.3 of the proposed new Deed-Restriction, whichever sections are applicable. A concerted effort has been made in the new deed-restriction to reduce the number of ways or situations in which an Owner can become in violation.

B. A member of the Lawson Hill Property Owner's Company Board asked what happens if there is a disagreement over the interpretation of provisions of the Amended and Restated Deed-Restriction is it reasonable or appropriate to add a provision(s) to the document regarding mediation or arbitration.

Currently the Deed Restriction, 5-1304 and the Guidelines, Rules and Regulations Governing Affordable Housing in the Telluride R-1 School District, 5-1305 are contained on the Subdivision Plats that created the deed-restricted lots or units and are part of the County Land Use Code (LUC). Article 1 of the Land Use Code Administration and Enforcement set forth the power and authority and includes provisions concerning interpretations of the LUC, and lays out procedures for Enforcement and Remedies and Appeals of Administrative Decisions. Decisions and interpretations of the LUC including the current Deed-Restriction are made by the Board of County Commissioners (BOCC). If an owner disagrees with the BOCC decision or interpretation of the LUC the aggrieved party may then challenge the decision or action in District Court.

If the County and owner enter into this proposed new Deed-Restriction the administration, interpretation of these provisions, and appeals to decisions concerning the new Covenant, would be conducted according to the Procedures adopted pursuant to Section 13.3 of this Amended and Restated Covenant. The draft Policies, dated 5/7/10 include a Section concerning Appeals of Staff Decisions and Appeals of Decisions of the San Miguel Regional Housing Authority, which then go to the BOCC. Since the parties can always enter into a voluntary agreement to mediate/arbitrate a dispute the County Attorney has advised against putting anything into the new covenant that can be interpreted as conferring some sort of right for property owners to have disputes arising under the covenant sent to mediation and/or arbitration.

C. There were several questions asked at the meeting with owners in Lawson Hill regarding the current regulations concerning rental of deed-restricted property and specifically what is done to qualify renters and how does the Housing Authority (HA) go about enforcing rental violations. This discussion led to a question about strengthening the guidelines for renting in Lawson Hill.

The Ownership, Use and Occupancy Regulations state in part that Single-family Residences and Duplexes in deed-restricted PUD's must be owner occupied and may not be rented without the written approval of the Housing Authority. For rentals of Affordable Housing, the HA shall qualify an Employee for occupancy based upon demonstration of intent to be employed for at least eight months within the next twelve months. In making a determination about the applicant's intent, the HA may rely upon evidence including but not limited to: work patterns and written references, income tax records, etc. In considering rentals there are two different situations, one is the owner is occupying the residence as their primary residence and renting a room or rooms, and another is the owner is not residing in the home and is renting the entire residence to another party. The County LUC which applies to all Single-family residences, whether deed-restricted or not, does include a Definition of Family: Two or more persons related

by blood or marriage, or between whom there is a legally recognized relationship, or not more than 5 unrelated persons occupying the same dwelling unit.

The new Deed Restriction does not propose substantive changes to the current Rental Regulations with the exception that under the proposed new Deed Restriction any advertisement to rent deed-restricted property shall specify that all potential renters must receive approval as a Qualified Tenant prior to occupying the Subject Property. The proposed new deed-restriction now specifically states that an Owner may not lease the Subject Property for a term of less than thirty (30) days. These questions regarding the Rental Regulations for deed-restricted properties were not raised as concerns during the informational meetings with owners in Aldasoro Ranch and San Bernardo.

It is acknowledged that the issue of qualifying renters and enforcing the rental regulations is difficult and challenging. As with many of the County Regulations the HA relies on complaints and information provided by someone in the neighborhood or community that there is a rental situation that is in violation of the Deed Restriction rather than aggressively monitoring ads or driving around in the deed-restricted neighborhoods looking for violations. If the HA finds there are renters in a deed-restricted home who have not been qualified by the HA the initial effort is to get the renters qualified rather than initiating legal action to kick them out. The LUC includes specific provisions concerning Violations and Remedies. In the event the violation is not resolved through these procedures or the BOCC considering and granting an Exception, the matter may then be referred to the County Attorney's office for legal action.

Staff has discussed the idea of adding a provision where an owner who rents to an unqualified tenant would forfeit the rent unless or until the owner is qualified to rent by the HA but staff is not proposing to add this provision to the new Deed-Restriction. It is suggested that there be a review of the policies and administrative practices for handling violations of the Rental Regulations as opposed to changing the guidelines and regulations for renting and qualifying to rent deed-restricted properties.

**D.** Staff has been contacted by several individuals who have been granted Exceptions by the HA or BOCC or who have entered into Co-Borrower or other Agreements with the HA to ask if they will be given the opportunity to enter into the new Deed Restriction and if they do so does the new Covenant then supersede the terms and conditions of their Exception or Agreement. Staff's response to date has been that if the BOCC approves the proposed new deed-restriction template at its meeting on July 21, 2010, or a subsequent BOCC meeting, we would then review the various exceptions or agreements and make recommendations on a case by case basis to the BOCC if the owner who has an Exception wants to sign the new Covenant. As a general rule of thumb if the owner would not have needed an Exception under the terms of the New Deed Restriction staff would recommend that the BOCC extend an offer to that owner to sign the New Deed Restriction. For example the BOCC granted an Exception to an individual who owned Residential Property in Montrose County and approved this person as a Qualified Owner but conditioned the approval subject to a Price Appreciation cap on the deed-restricted property in the R-1 School District. The proposed new deed-restriction continues to

Items Q 13 a  
Staff report

prohibit the ownership of other Residential Property in the Telluride R-1 School District but has removed the prohibition on owning other Residential Property located elsewhere in San Miguel County, Montrose County, Ouray County or Dolores County. If this Owner were to sign the proposed new deed-restriction they would no longer need an Exception for owning other Residential Property in Montrose County and the new deed-restriction prohibits Price Appreciation Caps except in the limited circumstance described in the following paragraph.

E. Lawson Hill's general declaration currently prohibits Price Appreciation caps on deed-restricted property within the Lawson Hill PUD. There are Price Appreciation caps on the residential units in Rio Vistas Two. San Bernardo and Aldasoro Ranch do not have prohibitions on Price Appreciation caps on deed-restricted lots or units and these entities are precluded from adopting such prohibitions because of legislation that has been passed that now prohibits HOA's or HOC's from doing so.

The proposed new deed-restriction expressly prohibits the County from imposing Price Appreciation Caps on existing R-1 Deed Restricted property unless the County purchases the property out of foreclosure in order to retain the deed restriction and the County sustains a monetary loss on resale.

This provision works for San Bernardo and Aldasoro Ranch but it may be in conflict with the Lawson Hill HOC General Declaration that prohibits an owner or governmental entity from placing a restriction on their property or unit which is intended to control the price for which the property or unit can be sold or resold. From staff's perspective the limited exception to the price cap is not intended to control the prices that the property can be sold for rather its intended to retain the deed-restriction on the unit and make sure that the County doesn't lose money in the process. Additionally, this limited price cap may not actually control the price since it can be bought out at any time by the Subject Property Owner, successor in interest, or the Homeowner's Company.

In considering this issue and the apparent conflict between the Lawson Hill General Declaration and the proposed new Deed Restriction it is staff's recommendation that the LHPOC agree to subordinate their General Declaration prohibition on Price Appreciation Caps to the limited Price Appreciation cap provision in the proposed Amended and Restated Deed Restriction and Covenant before the BOCC offers owners in Lawson Hill the opportunity to enter into the new Deed Restriction. An alternative that may be considered would be to have the HOC join in and execute each of the Covenants along with the property owner acknowledging that the Resale Price Cap Covenant in the new Deed Restriction does not fall under the prohibition in the Sixth Amendment to the Lawson Hill Declaration.

**Subject:** Re: Housing Info.  
**From:** Mike Rozycki (miker@sanmiguelcounty.org)  
**To:** shirley@smrha.org; karenh@sanmiguelcounty.org;  
**Cc:** johnh@sanmiguelcounty.org;  
**Date:** Wednesday, March 18, 2015 3:13 PM

Hi Shirley, thanks .. hope your feeling better

You indicate you've got 35 owners under the new covenant ... in reviewing most current John's list which I've attached he's identified 27 owners not 35 ... if you've got the names of other owners not on his list I would appreciate it if you share the information and names he's missing.

thanks

Mike Rozycki

---

**From:** Shirley Diaz <shirley@smrha.org>  
**To:** Karen Henderson <karenh@sanmiguelcounty.org>; Mike Rozycki <miker@sanmiguelcounty.org>  
**Sent:** Wednesday, March 18, 2015 2:49 PM  
**Subject:** Housing Info.

Hi Karen & Mike

I was out on Monday, but you caught DeLanie and I believe she provided the info. in my absence. Sorry I didn't get it earlier, tooth emergency since last Monday had me out 3 days. I just wanted to add that in our electronic files I have 35 owners under the New Cov. between San Bernardo, Aldasoro, and Two Rivers (including Q lots and Sunshine Valley) I'll be working with Lois to get the School District's 6 Lots under the Covenant as well. All new buyers do go under the Covenant in these areas. Hope that helps and if you need anything else please ask.  
Shirley

--

Shirley L. Diaz  
Executive Director  
SMRHA  
970.728.3034, ext. 5  
[shirley@smrha.org](mailto:shirley@smrha.org)

*"The only way to make sense out of change is to plunge into it, move with it, and join the dance"*  
Alan W. Watts

## Contract/Agreement Search Results

Number	Date Executed	Department(s)	
2010-096	2010-07-21	Planning	<a href="#">View</a>
<b>Description:</b> <i>Approval of Amended and Restated Deed Restriction and Covenant template to replace the current Deed Restriction and Land Use Code provisions for Affordable Housing, and to authorize county staff to offer template to [owner's of deed-restricted properties] at Two Rivers, Aldasoro Ranch and San Bernardo.</i>			
2010-122	2010-09-15	Housing Authority Planning	<a href="#">View</a>
<b>Description:</b> <i>Amended and Restated Deed Restriction and Covenant with Russ and Kim Montgomery, owners Lot 150, Aldasoro Ranch Subdivision Filing 2</i>			
2010-132	2010-10-27	Housing Authority	<a href="#">View</a>
<b>Description:</b> <i>Amended and Restated Deed Restriction and Covenant with Robert F. Kreisler, owner Lot 144 Aldasoro Ranch Subdivision Filing 2</i>			
2010-141	2010-11-03	Housing Authority	<a href="#">View</a>
<b>Description:</b> <i>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 Aleja, owner Lot 148, Aldasoro Ranch Subdivision Filing 2</i>			
2010-153	2010-12-15	Housing Authority	<a href="#">View</a>
<b>Description:</b> <i>Amended and Restated Deed Restriction and Covenant with Jeff Haskell, owner Condo Unit 6 of Lot 1, San Bernardo Subdivision.</i>			
2011-027	2011-03-02	Housing Authority	<a href="#">View</a>
<b>Description:</b> <i>Amended and Restated Deed Restriction and Covenant with Sandra J. Gieseler, owner Condo Unit 2 of Lot 2, San Bernardo Subdivision.</i>			
2011-036	2011-03-16	Housing Authority	<a href="#">View</a>
<b>Description:</b> <i>Approval as the Board of Commissioners and as San Miguel County Housing Authority of Amended and Restated Deed Restriction and Covenant with Randye Mandell, owner of Lot 5, Aldasoro Ranch Subdivision.</i>			
2011-133	2011-11-02	Housing Authority	<a href="#">View</a>
<b>Description:</b> <i>Approval as the Board of Commissioners and as San Miguel County Housing Authority of Amended and Restated Deed Restriction and Covenant with Michael J. Hughes, owner Lot Q-26, Lot Q Lawson Hill Subdivision. (Agreement neither effectuated nor recorded as of 12/1/11. Closing has been delayed on property</i>			

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*due to easement issue with property.)*

<b>2011-148</b>	2011-12-16	Housing Authority	<a href="#">View</a>
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**Description:** *Approval as the Board of Commissioners and as San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with James Glenn Loebe, owner Condominium Lot 4, Lot 1, San Bernardo Subdivision.*

8

<b>2012-034</b>	2012-03-07	Attorney Housing Authority Planning	<a href="#">View</a>
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**Description:** *Approval as the Board of Commissioners and as San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with Craig and Kathy Schroers, owner Lot 142, Aldasoro Ranch Subdivision.*

9

<b>2012-081</b>	2012-06-20	Housing Authority Planning	<a href="#">View</a>
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**Description:** *Amended and Restated Deed Restriction and Covenant with A. James Kolar and Donna Sue Kolar, owners Lot 2, Aldasoro Ranch Subdivision.*

10

<b>2012-103</b>	2012-07-25	Housing Authority Planning	<a href="#">View</a>
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**Description:** *Approval of as the Board of County Commissioners and as San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with A. Elizabeth Bailis, owner Condominium Unit Number 8, San Bernardo Subdivision.*

11

<b>2013-053</b>	2013-05-15	Housing Authority	<a href="#">View</a>
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**Description:** *Amended and Restated Deed Restriction and Covenant with Mike and Donna Volk Lot 18, San Bernardo Subdivision and Approval of Transfer of Title pursuant to Section 5.3 of Amended and Restated Deed Restriction and Covenant Lot 18, San Bernardo Subdivision.*

12

<b>2013-054</b>	2013-05-15	Housing Authority	<a href="#">View</a>
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**Description:** *Amended and Restated Deed Restriction and Covenant with Melissa Friedman, owner Lot P Unit 13, Two Rivers Subdivision*

13

<b>2013-079</b>	2013-07-17	Housing Authority	<a href="#">View</a>
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**Description:** *Approval as the Board of County Commissioners and San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with Jeffery S. Mertens, owner Condominium Unit Number 14, San Bernardo Subdivision. Ratification of an approval by the San Miguel Regional Housing Authority of Exception Agreement and Affordable Housing Covenant, Equitable Servitude, and Real Covenants.*

14

## Contract/Agreement Search Results

Number	Date Executed	Department(s)	
2013-080	2013-07-17	Housing Authority	<a href="#">View</a>
<b>Description:</b> <i>Approval as the Board of County Commissioners and San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with Nancy B. Anderson, owner Condominium Unit Number 17, Two Rivers Subdivision. Ratification of an approval by the San Miguel Regional Housing Authority of Exception Agreement and Affordable Housing Covenant, Equitable Servitude, and Real Covenants.</i>			15
2013-080A	2013-07-17	Housing Authority	<a href="#">View</a>
<b>Description:</b> <i>Approval as the Board of County Commissioners and San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with David Rich, owner Lot 160, Aldasoro Subdivision. (AMD #2013-135)</i>			16
2013-135	2013-11-06	Housing Authority	<a href="#">View</a>
<b>Description:</b> <i>Amended and Restated Deed Restriction and Covenant for Lot 160, Aldasoro Ranch Subdivision to modify some language in the exception granted on December 5, 2012 for the purpose of allowing David Rich to acquire a loan under Telluride Albert J LLC. (ORG #2013-080A); and, Exception Agreement and Affordable Housing Covenant, Equitable Servitude, and Real Covenants.</i>			17
2014-007	2014-01-07	Housing Authority	<a href="#">View</a>
<b>Description:</b> <i>Approval as the Board of Commissioners and as San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with Christine McGinley Hooper and Bruce W Hooper, Unit TR3, Two Rivers Subdivision</i>			18
2014-070A	2014-05-21	Housing Authority	<a href="#">View</a>
<b>Description:</b> <i>Amended and Restated Deed Restriction and Covenant with David Garrison Allen, owners Unit SV1, Sunshine Valley Condominiums, also known as 899 Two Rivers Drive #1</i>			19
2014-103	2014-08-05	Housing Authority	<a href="#">View</a>
<b>Description:</b> <i>Amended and Restated Deed Restriction and Covenant with Seth and Ali Weatherfield, Unit 22, San Bernardo Subdivision</i>			20
2014-104	2014-08-05	Housing Authority	<a href="#">View</a>
<b>Description:</b> <i>Approval as the Board of Commissioners and as San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with Michael J Gianola, Unit 15, San Bernardo Subdivision.</i>			21

<b>2014-126</b>	2014-08-27	Housing Authority	<a href="#">View</a>
<b>Description:</b> <i>Amended and Restated Deed Restriction and Covenant with Elena Withers and Stuart Sundell-Norlin, Lot P, Unit 8 Two Rivers Subdivision</i>			
<b>2014-129</b>	2014-09-03	Housing Authority	<a href="#">View</a>
<b>Description:</b> <i>Approval as the Board of Commissioners and as San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with Scott C. and Meghan R. Pittenger, Lot P, Unit 25 Two Rivers Subdivision.</i>			
<b>2014-140</b>	2014-10-07	Housing Authority	<a href="#">View</a>
<b>Description:</b> <i>Approval as the Board of Commissioners and as San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with Teresa Hinckley, Lot P, Unit 23A Two Rivers Subdivision</i>			
<b>2014-151</b>	2014-11-05	Housing Authority	<a href="#">View</a>
<b>Description:</b> <i>Approval as the Board of Commissioners and as San Miguel County Housing Authority on an Amended and Restated Deed Restriction and Covenant with Joshua Blakeman and Heather Platte, Unit SV140 Sunshine Valley Condominiums also known as, 902 Two Rivers Drive</i>			
<b>2014-158</b>	2014-11-19	Housing Authority	<a href="#">View</a>
<b>Description:</b> <i>Approval as the Board of Commissioners and as San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with Andrew P. Grufman, Lot P, Unit 2 Two Rivers Subdivision.</i>			
<b>2014-159</b>	2014-11-19	Housing Authority	<a href="#">View</a>
<b>Description:</b> <i>Approval as the Board of Commissioners and as San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with Sally Davis, Lot P, Unit 21 Two Rivers Subdivision.</i>			

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Lawson Hill  
3-17-2006

NOW THEREFORE, the Association does hereby publish, declare and amend the Declaration as follows:

**ARTICLE I  
AMENDMENTS TO DECLARATION**

1.1. **Emergency Vehicle Parking.** No provisions of the Declaration shall be applied and enforced in a manner that would prevent a firefighter and/or another emergency service person who resides in Lawson Hill from parking their emergency vehicle in a designated parking space assigned to that persons Unit, provided that the vehicle is able to fit in the designated parking space.

1.2. **Association Records and Minutes of the Board of Directors.** The provisions of the Declaration concerning Association Records and Minutes of Board of Directors are hereby amended and modified to provide in all instances that the Board of Directors shall permit any Unit Owner, when a good-faith request has been made, to inspect the records of the Association and the minutes of the Board of Directors and committee meetings during normal business hours, at a cost not to exceed the actual costs incurred to make such records available. Information which is privileged or otherwise protected need not be made available.

1.3. **Regulation of Signs.** The Board of Directors may promulgate rules and regulations that govern the posting and placement of signs and flags in Lawson Hill, provided that no such rules and regulations may prohibit the reasonable displays of the American flag, military service flags or political signs.

1.4 The Declaration is hereby amended to include new Section 9.33.

9.33. **Additional Use Restrictions.** Notwithstanding any provision in the Declaration or Plat to the contrary, commencing as of the Effective Date, no Owner shall place an enforceable covenant, deed restriction or other similar device on their Unit which is intended to control the price for which the Unit can be sold, resold or rented to any person or entity, including any governmental entity. Any such covenant or deed restriction that is recorded and is in effect as of the date that this Amendment is recorded shall continue in full force and effect and shall be unaffected by this Amendment. Any non-complying covenant or deed restriction that does not comply with this Section shall be deemed unenforceable and ineffective. The Association may pursue remedies to invalidate and enjoin the offending document.

1.5. **Real Estate Transfer Assessment.** Section 5.9.1 is hereby modified, amended and restated to read as follows:

5.9.1. **Imposition of Assessment.** There is hereby imposed an assessment ("Real Estate Transfer Assessment") to be paid to the Association on all Transfers whether by deeds, instruments, writings, leases, or any other documents or otherwise by which any lands, tenements, or other interests in a Unit located in Lawson Hill are sold, granted, let, assigned, transferred, exchanged or otherwise conveyed to or vested in a Purchaser, or Purchasers thereof, or any other person or Persons, except as may be specifically exempted by this Declaration. The Real Estate Transfer Assessment shall also apply in instances where a person transfers, sells, assigns or otherwise conveys for consideration more than 50% of the ownership interests in a partnership, corporation, limited liability company or other similar entity that owns a Unit in Lawson Hill. Said Assessment shall be due and payable at the time of

Lawson Hill Voted  
to Amend GEL Declaration

6.4. Repairs Resulting From Negligence: Each Unit Owner will reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally or through the Unit Owner's negligent failure to properly maintain, repair or make replacements to his Unit or to those Limited Common Elements for which he is responsible under section 6.2 of the Declaration. The Association will be responsible for damage to Units which are caused intentionally or through the Unit Owner's negligent failure to maintain, repair or make replacements to the Common Elements. If such expense is caused by misconduct, it will be assessed following Notice and Hearing.

7. VOTING

7.1. Each member of the Association shall have the right to vote with respect to Association matters required or allowed to be voted upon by the members of the Association, the number of votes determined as follows:

Each Owner of a Unit within the Affordable Housing Community shall have one (1) vote for each Dwelling Unit which could be constructed and maintained on such Unit (whether then constructed and maintained or not).

Each Owner of a Unit within the Light Industrial District shall have one (1) vote for each 1000 square feet of the total allowable area of enclosed building space which could be constructed and maintained on such Unit (whether then constructed and maintained or not).

The Owner of the small hydro easement within proposed Tract 503 shall have ten (10) votes.

8. CERTAIN RIGHTS OF DECLARANT, OWNERS AND LESSEES:

8.1. Reserved Rights with Respect to Property Furnished by Declarant: Whether or not expressed at the time, all property furnished by Declarant shall be deemed accepted by the Association when such acceptance is acknowledged in writing by the Association and shall at all times remain subject to: then existing easements including but not limited to, gas, electricity, water, sewer, telephone, television or other utility services, and for intercommunication, alarm or other similar systems; then existing easements for parking purposes; then existing easements for ingress, egress and access for the benefit of other property in Lawson Hill; and easements as provided in this Declaration.

8.2. No Sale or Abandonment of Property Furnished by Declarant:

**Subject:** HB09-1220 CCIOA Amendments-PriceCaps  
**From:** Steven J. Zwick (stevez@sanmiguelcounty.org)  
**To:** miker@sanmiguelcounty.org;  
**Date:** Monday, March 9, 2015 3:13 PM

Mike: Attached is the full text of HB09-1220 that includes the amendments to 38-33.3-106.5 (1)(h)(I)(A)(B), C.R.S., that prohibit HOAs that are subject to CCIOA from enacting covenants that would restrict a unit owners ability to impose caps on the permissible sales price of a unit. It should be noted that this provision only applies to CCIOA communities located in counties with populations of less than 100K and that contain at least one ski lift licensed by the state passenger tramway safety board, i.e. ski resort communities. The statute also provides that the prohibition on enacting CCRs that prohibit price caps is limited to developments that are no longer under the declarant's control for CCIOA purposes. If I am accurately understanding this statute it would appear to prohibit the HOAs enforcing the CCRs in the other residential PUDs that contain AH deed restricted properties from enacting a prohibition on the imposition of price caps similar to the one that the Upper Lawson Hill HOA enacted prior to the 2009 statutory change.

Steven J. Zwick  
San Miguel County Attorney  
P.O. Box 791  
333 West Colorado Avenue, 3rd Flr.  
Telluride, CO 81435  
Tel.: 970-728-3879  
FAX: 970-728-3718  
stevez@sanmiguelcounty.org

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NOTE: This bill has been prepared for the signature of the appropriate legislative officers and the Governor. To determine whether the Governor has signed the bill or taken other action on it, please consult the legislative status sheet, the legislative history, or the Session Laws.

# An Act

HOUSE BILL 09-1220

BY REPRESENTATIVE(S) Scanlan, Apuan, Kerr A., Ryden, Todd, Schafer S.;  
also SENATOR(S) Gibbs, Boyd, Carroll M., Foster, Heath, Hodge, Newell, Schwartz, Shaffer B., Tochtrop, Williams.

CONCERNING AN AMENDMENT TO THE "COLORADO COMMON INTEREST OWNERSHIP ACT" TO PERMIT A UNIT OWNER TO PRESCRIBE SPECIFIED CONDITIONS IN CONNECTION WITH THE USE OF SUCH OWNER'S PROPERTY THAT PROMOTE AFFORDABLE HOUSING.

*Be it enacted by the General Assembly of the State of Colorado:*

**SECTION 1.** 38-33.3-106.5 (1), Colorado Revised Statutes, is amended BY THE ADDITION OF A NEW PARAGRAPH to read:

**38-33.3-106.5. Prohibitions contrary to public policy - patriotic and political expression - emergency vehicles - fire prevention - renewable energy generation devices - affordable housing - definitions.**

(1) Notwithstanding any provision in the declaration, bylaws, or rules and regulations of the association to the contrary, an association shall not prohibit any of the following:

(h) (I) THE RIGHT OF A UNIT OWNER, PUBLIC OR PRIVATE, TO

*Capital letters indicate new material added to existing statutes; dashes through words indicate deletions from existing statutes and such material not part of act.*

270949

State of Colorado  
County of San Miguel.) ss Filed for record: May 22, 1991. Time: 2:30 P.M. and duly  
recorded in Book 478, pages 133-157. Gay Cappis-Recorder  
By *Katherine [Signature]* Dep

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
ADOPTING AN AMENDMENT TO  
THE SAN MIGUEL COUNTY LAND USE CODE  
IN THE FORM OF A NEW R-1 HOUSING DEED RESTRICTION  
AND APPURTENANT GUIDELINES, RULES, REGULATIONS AND CERTIFICATES**

**Resolution #1991-27**

**WHEREAS**, the existing R-1 Housing Deed Restriction attached as Appendix B to the Land Use Code expresses the County's intent to preserve Affordable Housing for locals but can't ensure that intent because it is not financable;

**WHEREAS**, the staff of the San Miguel County Planning Department and the County Attorney have worked with local developers and attorneys and representatives of the Federal National Mortgage Association ("Fannie Mae") to formulate a new, financable R-1 Housing Deed Restriction ("Deed Restriction");

**WHEREAS**, the most significant of the various changes contributing to the financability of the proposed Deed Restriction are the "Foreclosure" section (5-1305 J.) and the "Option to Purchase" (Exhibit 3), intended to ensure that lenders will be paid back for mortgage loans;

**WHEREAS**, the proposed Deed Restriction contains numerous provisions intended to clarify rental, sale and occupancy procedures and place limitations on who can own deed-restricted housing;

**WHEREAS**, inclusion of the proposed Deed Restriction and appurtenant guidelines, rules and regulations in the body of the Land Use Code (as Sections 5-1304 and 5-1305, respectively) renders them amendable at any time via the two-step procedure for Land Use Code amendments specified in Section 3-601 of the Code;

**WHEREAS**, the three "Affordable Housing Certificates" required in conjunction with occupancy and rental or sale of deed-restricted housing are proposed to replace the existing deed restriction as Appendix B to the Land Use Code;

**WHEREAS**, the proposed deed restriction retains the market-driven basis of the existing one by not containing restrictions on income, sale prices or rents, and is intended to allow the demand for deed-restricted housing to influence the supply, and the demand and supply together to regulate prices and rents;

**WHEREAS**, the San Miguel County Planning Commission considered this issue, along with relevant evidence and testimony, at its regular meeting of February 13, 1991 and recommended approval of an amended version;

AMENDED AND RESTATED  
DEED RESTRICTION AND COVENANT

Lot \_\_\_\_\_, \_\_\_\_\_ Subdivision ("Subject Property")

THIS AMENDED AND RESTATED DEED RESTRICTION COVENANT ("Covenant") is entered into as of \_\_\_\_\_ ("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. \_\_\_\_\_, (individually or collectively, "Subject Property Owner"), whose current mailing address is \_\_\_\_\_.

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 the 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 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."

**Subject:** LawsonHillResalePriceCapAcknowledgementofInapplicability-FirstDraft  
**From:** Steven J. Zwick (stevez@sanmiguelcounty.org)  
**To:** miker@sanmiguelcounty.org; lynnb@sanmiguelcounty.org;  
**Cc:** loismajor5@gmail.com; johnh@sanmiguelcounty.org;  
**Date:** Monday, March 16, 2015 3:18 PM

It is my understanding that among the Planning Matters scheduled for the BOCC's 3/25/15 meeting agenda is a continued discussion regarding the applicability of the Amended and Restated Deed Restriction and Covenant to the deed restricted properties located in Upper Lawson Hill. As I indicated during the BOCC's discussion of this issue at the 3/4/15 meeting, it appeared to me that there could be a mechanism that would allow for the Amended-Restated DR and Covenant to apply to properties in Upper Lawson that currently are subject to the LUC's AD DR provisions without amending that document's template. Attached for your review and consideration is a draft of an "Acknowledgement of Inapplicability of Resale Price Cap Covenant" that is intended to achieve that objective.

As I have previously discussed with Mike, it is my view that while the attached draft acknowledgement may be helpful in explaining the relationship between the resale price cap covenant and the Sixth Amendment to the Lawson Hill Declaration, its execution should not be considered to be a legal requirement. The attached draft document only restates what appears to be the legal relationship between the resale price cap covenant provisions in the Amended/Restated DR/Covenant and the Sixth Amendment, in which the latter document should be controlling since it was adopted and recorded in 2006, years before the new covenant's possible applicability to upper Lawson Hill.

Steven J. Zwick  
San Miguel County Attorney  
P.O. Box 791  
333 West Colorado Avenue, 3rd Flr.  
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stevez@sanmiguelcounty.org

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**ACKNOWLEDGEMENT OF INAPPLICABILITY OF  
RESALE PRICE CAP COVENANT – SECTION 11  
AMENDED AND RESTATED  
DEED RESTRICTION AND COVENANT  
Lot \_\_\_\_, Lawson Hill Subdivision (“Subject Property”)**

THIS ACKNOWLEDGEMENT OF INAPPLICABILITY OF THE RESALE PRICE COVENANT, AS SET FORTH IN SECTION 11 OF THE AMENDED AND RESTATED DEED RESTRICTION AND COVENANT, applicable to Lot \_\_\_\_, Lawson Hill Subdivision (“Subject Property”) is made and entered into this \_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_, by and between:

1. County of San Miguel, State of Colorado, acting by and through its Board of County Commissioners, whose address is P.O. Box 1170, 333 West Colorado Avenue, 3<sup>rd</sup> Floor, Telluride, CO 81435 (“County”);
2. The San Miguel County Housing Authority, whose address is P.O. Box 1170, 333 West Colorado Avenue, 3<sup>rd</sup> Floor, Telluride, CO 81435 (“County Housing Authority”);
3. \_\_\_\_\_, (individually or collectively, “Subject Property Owner”) whose current mailing address is \_\_\_\_\_.

The County, County Housing Authority, and Subject Property Owner are sometimes individually referred to as a “Party” and sometimes collectively referred to as the “Parties,” who hereby state and agree as follows:

**RECITALS**

The Parties do hereby acknowledge and agree that the following Recitals shall be considered to be incorporated into the substantive provisions of this Acknowledgement of Inapplicability of Resale Price Cap Covenant.

- A. The Subject Property Owner is purchasing a parcel of real property known as Lot \_\_\_\_, Lawson Hill Subdivision, San Miguel County, CO, that upon the Subject Property Owner obtaining legal title is to be subject to the Amended and Restated Deed Restriction and Covenant, which includes among its provisions, Section 11. Rights Concerning the Exercise of the Option to Purchase. Said Section 11 includes subsections 11.1.2, Resale Price Cap Covenant, 11.2, Application of Resale Price Cap Covenant, and Section 11.3, Terms of Resale Price Cap Covenant, and Section 12.34, Price Appreciation Cap.
- B. The Sixth Amendment to Declaration of Lawson Hill, as adopted by The Lawson Hill Propertyowners’ Company, a Colorado nonprofit corporation, and recorded in the public records of the San Miguel County Clerk and Recorder’s Office at reception #382780, on 03-17-2006, (the “Sixth Amendment”) amended the Lawson Hill Declaration to include a new section 9.33, Additional Use Restrictions, prohibiting an Owner of a unit of real property in Lawson Hill from placing an enforceable covenant, deed restriction or other similar device on their Unit which is

intended to control the price for which the Unit can be sold, resold or rented to any person or entity, including any governmental entity.

C. House Bill 09-1220, as enacted by the Colorado General Assembly, effective August 5, 2009, provides that prohibitions on the ability of a property owner to place an enforceable covenant, deed restriction or other similar device on their property is intended to control the price for which that property can be sold, resold or rented to any person or entity, including any governmental entity, is contrary to the public policy of the State of Colorado, and such prohibitions may not be lawfully imposed following the effective date of House Bill 09-1220.

D. Because of the apparent conflict between the Sixth Amendment and the Resale Price Cap Covenant provisions contained in the Amended and Restated Deed Restriction and Covenant, the parties hereto do hereby intend that such Resale Price Cap Covenant Provisions shall not apply to the subject property for as long as the Sixth Amendment remains in full force and effect.

### **ACKNOWLEDGEMENT AND AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein as substantive provisions hereto, the parties hereto do hereby Acknowledge and Agree as follows:

1. The Resale Price Cap Covenant Provisions, sections 11.1.2, 11.2, 11.3, and 12.24, of the Amended and Restated Deed Restriction and Covenant, shall not apply to the Subject Property for as long as Section 9.33, Additional Use Restrictions, of the Sixth Amendment to Declaration of Lawson Hill remains in full force and effect.
2. With the exception of the Resale Price Cap Covenant Provisions specified in section one hereinabove, all other provisions of the Amended and Restated Deed Restriction and Covenant shall be and remain in full force and effect in accordance with its terms, and shall be binding upon the Parties hereto, their heirs, successors, and assigns.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Acknowledgement and Agreement as of the Effective Date first above stated.

**INSERT SIGNATURE BLOCKS WITH NOTARIZATIONS FOR:**

**SAN MIGUEL COUNTY, COLORADO, BOCC- CHAIR**

**SAN MIGUEL COUNTY, COLORADO, HOUSING AUTHORITY – ADMINISTRATOR**

**SUBJECT PROPERTY OWNER**



File Code: 1950  
Date: APR 13 2015

Board of Commissioners  
San Miguel County  
PO BOX 1170  
Telluride, CO 81435

Dear County Commissioners:

The U.S. Department of Agriculture Forest Service (USDA FS) is initiating scoping for a Supplemental Draft Environmental Impact Statement (SDEIS) to reinstate the North Fork Coal Mining Area exception of the Colorado Roadless Rule. This specific exception allows for temporary road construction for coal exploration and/or coal-related surface activities in the North Fork Coal Mining Area, located within the Grand Mesa, Uncompahgre, and Gunnison (GMUG) National Forests. The USDA FS will use the SDEIS to address specific deficiencies that were identified by the District Court of Colorado.

We invite you to provide your comments on the reinstatement of the exception within the North Fork Coal Mining Area. The scoping period remains open for 45 days after issuance of the notice of intent in the Federal Register. Comments should pertain to issues related to the proposed action.

Please find attached background information on this topic, as well as information on the proposals and process. If you have any questions or concerns feel free to contact Dan McCusker, Acting Deputy Regional Forester for Operations at 303-275-5449 or [dmccusker@fs.fed.us](mailto:dmccusker@fs.fed.us).

Sincerely,

DANIEL J. JIRÓN  
Regional Forester

Enclosure

cc: Ken Tu





# U.S. Forest Service Rocky Mountain Region Briefing Paper

**Topic:** Notice of Colorado Roadless Area Supplementary Draft Environmental Impact Statement

**Background:** On July 3, 2012 (77 FR 39576), the United States Department of Agriculture Forest Service (USDA FS) promulgated the Colorado Roadless Rule, a state-specific regulation for management of Colorado Roadless Areas. This Rule addressed State-specific concerns while conserving roadless area characteristics. One State-specific concern was continuing exploration and development of coal resources on the Grand Mesa, Uncompahgre, and Gunnison (GMUG) National Forests. The Colorado Roadless Rule addressed this by defining North Fork Coal Mining Area, and developing an exception that allows temporary road construction for coal-related activities on or within that defined area.

In July 2013, High Country Conservation Advocates, WildEarth Guardians, and the Sierra Club challenged the Forest Service's decision to consent to the Bureau of Land Management (BLM) modifying two existing coal leases, the BLM's companion decision to modify the leases, BLM's authorization of an exploration plan in the lease modification areas, and the North Fork Coal Mining Area exception of the Colorado Roadless Rule.

**Summary:** The proposed action for the Colorado Roadless Rule supplemental is to reinstate the North Fork Coal Mining Area exception as written in 36 CFR 294.43(c)(1)(ix). In addition, the FS is proposing to administratively correct the North Fork Coal Mining Area boundary to remedy clerical errors.

The other alternative being considered is the no-action alternative, which is the continuation of current management following the District Court ruling to vacate the North Fork Coal Mining Area exception. The Colorado Roadless Rule contains a severability clause 36 CFR 294.48(f), which allows the rest of the Rule to remain in effect. Valid existing coal leases would operate according the terms of their lease.

The Responsible Official will determine whether to reinstate the North Fork Coal Mining Area exception, or continue to manage the area without the exception

Specific information on the State of Colorado management can be found at <http://www.fs.usda.gov/roadmain/roadless/coloradoroadlessrules>.

**Key Points:** In order for a scoping comment to be considered and become part of the record for the SDEIS, it must be submitted and received within 45 days of the publication of the notice of intent in the Federal Register.

Scoping comments can be submitted electronically through:

1. **Web:** <https://cara.ecosystem-management.org/Public/CommentInput?Project=46470>
2. **Mail:** Colorado Roadless Rule  
740 Simms Street,  
Golden, CO 80401
3. **Fax:** 303-275-5134

**Contact:** Please contact Dan McCusker, Acting Deputy Regional Forester for Operations at 303-275-5449 or [dmccusker@fs.fed.us](mailto:dmccusker@fs.fed.us), if you are interested in learning more about our efforts related to the Colorado Roadless Rule.

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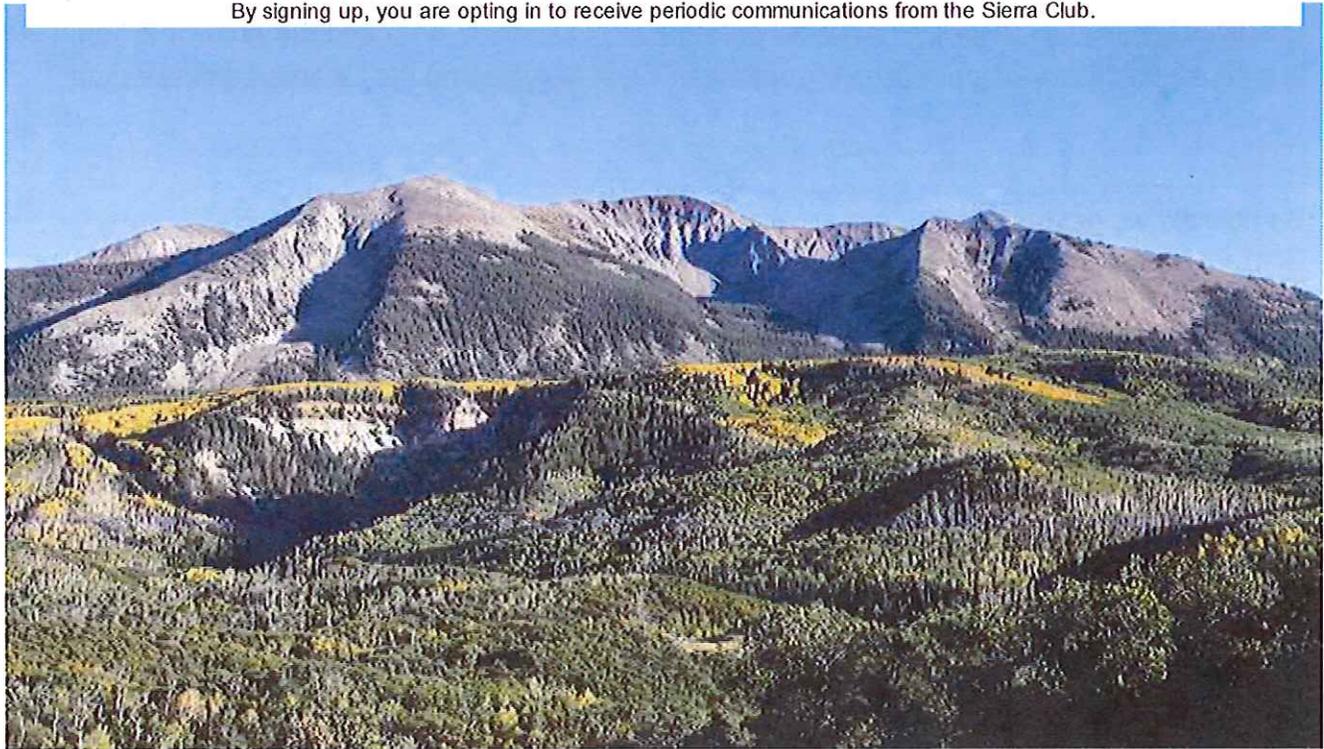


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Mount Gunnison perched atop the Sunset Roadless Area in Colorado. Photo by Ted Zukoski, courtesy of Earthjustice.

Last week the U.S. Forest Service took a dangerous step toward opening up more fossil fuel development on public lands, further highlighting the fact that the federal coal leasing program is undermining President Obama's climate objectives.

The Forest Service's proposed [Arch Coal Loophole](#) ([http://www.fs.usda.gov/Internet/FSE\\_DOCUMENTS/stelprd3834257.pdf](http://www.fs.usda.gov/Internet/FSE_DOCUMENTS/stelprd3834257.pdf)) would carve out an exemption in the Colorado Roadless Rule to allow Arch to build roads and methane venting well

pads in 19,000 acres of otherwise-protected Roadless Areas in Colorado's [strikingly beautiful North Fork Valley](http://earthjustice.org/features/photos-sunset-roadless-area) (<http://earthjustice.org/features/photos-sunset-roadless-area>). It would also open up nearly 350 million tons of coal, release millions of tons of methane, and result in more than half a billion tons of carbon pollution.

The proposal is bad for public lands, bad for climate, and bad for the American people. Although it is obvious why Arch wants the loophole -- the company lost a reported [\\$558 million](http://trib.com/business/energy/arch-coal-reports-loss-of-m-suspends-dividend/article_d4d406af-aff3-59eb-b0e8-39ed595bd1cf.html) ([http://trib.com/business/energy/arch-coal-reports-loss-of-m-suspends-dividend/article\\_d4d406af-aff3-59eb-b0e8-39ed595bd1cf.html](http://trib.com/business/energy/arch-coal-reports-loss-of-m-suspends-dividend/article_d4d406af-aff3-59eb-b0e8-39ed595bd1cf.html)) in 2014 -- it's less clear why the Forest Service wants to undermine President Obama's climate objectives, sacrifice public lands, and kowtow to the second largest coal company in the country at a time when the rest of the Obama Administration is showing real leadership on climate.

The Clean Power Plan, Climate Action Plan, strong nationwide emission reduction targets, and fuel efficiency standards could all make a real difference. And we need them to -- a recent study in Nature magazine concluded that if we are to keep climate disruption within manageable levels, 80 percent of global coal reserves, half of all oil reserves, and a third of oil reserves must stay in the ground through 2050. [\[1\] \(file:///H:/desktop/Arch%20Loophole%20Blog.doc#\\_ftn1\)](file:///H:/desktop/Arch%20Loophole%20Blog.doc#_ftn1)

Unfortunately the president's climate objectives are being undermined by federal coal leasing practices, [\[2\] \(file:///H:/desktop/Arch%20Loophole%20Blog.doc#\\_ftn2\)](file:///H:/desktop/Arch%20Loophole%20Blog.doc#_ftn2) and the Arch Coal Loophole is a big step in the wrong direction for both the Forest Service and the Obama administration.

\* \* \*

So how did we get here?

The Arch Coal Loophole is basically an exception to an exception, carving out a large swath of otherwise-protected Forest Service land and opening it up to development by one coal company. [\[3\] \(file:///H:/desktop/Arch%20Loophole%20Blog.doc#\\_ftn3\)](file:///H:/desktop/Arch%20Loophole%20Blog.doc#_ftn3) In 2001, the Clinton administration finalized a national Roadless Rule, effectively prohibiting logging and road building in 58 million acres of National Forests.

In 2012, the Forest Service finalized a state-specific Colorado Roadless Rule that was generally less protective of roadless areas than the national rule. Governing 4.2 million acres of National Forests in the state, the Colorado Roadless Rule included a myriad of allowances for ski resorts, utilities, and other interest groups, including the exact same Arch Coal Loophole for coal mines that the Forest Service has recently proposed putting back in place.

\* \* \*

In June 2014, in a suit brought by the Sierra Club, WildEarth Guardians, High Country Conservation Advocates, and Earthjustice, the federal District Court in Colorado issued a [landmark decision](http://content.sierraclub.org/environmentallaw/sites/content.sierraclub.org/environmentallaw/files/91%20-%20Order%20on%20Merits%20%282%29.pdf) (<http://content.sierraclub.org/environmentallaw/sites/content.sierraclub.org/environmentallaw/files/91%20-%20Order%20on%20Merits%20%282%29.pdf>) invalidating the coal mining loophole and a proposed expansion of Arch's West Elk Mine into the Sunset Roadless Area.

The Court ruled first that the Forest Service fundamentally misrepresented the climate impacts of the coal mining loophole. For years the government has relied on an economic slight of hand to assert that none of its coal leases, no matter how large, have any impact on climate change because even if federal agencies rejected a specific mining proposal, other coal would be mined and burned instead. But that is not how supply and demand work -- price and supply matter when determining how much coal gets burned and how much carbon dioxide emitted -- and court dismissed the agency's economic fiction as "illogical at best."

Second, the Court rejected federal agencies' attempt to ignore the impacts of climate pollution when approving the expansion of the West Elk mine. In particular, the Court found that the agency should have used the social cost of carbon to analyze the climate impacts of the proposed mine expansion. As the Court explained, "[i]n effect the agency prepared half of a cost-benefit analysis, incorrectly claimed that it was impossible to quantify the costs, and then relied on the anticipated benefits to approve the project."

With these two fundamental flaws drawn squarely into the open, the Court [vacated](http://earthjustice.org/sites/default/files/files/West-Elk-Order-9-11-14.pdf) (<http://earthjustice.org/sites/default/files/files/West-Elk-Order-9-11-14.pdf>) both the loophole and the West Elk expansion.

\* \* \*

That brings us to the Forest Service's proposed Arch Coal Loophole -- a trade-off that is dangerously out of step with the president's priorities, bad on climate, and bad on public lands. Just this week, Vice President Biden took [the coal industry to task](http://www.eenews.net/eenewspm/2015/04/13/stories/1060016661) (<http://www.eenews.net/eenewspm/2015/04/13/stories/1060016661>) for ignoring market realities and abandoning coal mining communities. Even more damning, last month Secretary of Interior Sally Jewell openly questioned how leasing publicly-owned coal could be managed in a way that is consistent with the president's climate goals, saying "[it's time for an honest and open conversation](http://www.doi.gov/news/pressreleases/secretary-jewell-offers-vision-for-balanced-prosperous-energy-future.cfm)" (<http://www.doi.gov/news/pressreleases/secretary-jewell-offers-vision-for-balanced-prosperous-energy-future.cfm>)" about the federal coal leasing program.

Secretary Jewell and Vice President Biden are right. America is demanding clean energy solutions, and it is high time for an open and honest conversation about the federal coal leasing program. The misguided Arch Coal Loophole is a great place to start.

Be part of that conversation. [TAKE ACTION NOW](https://www.addup.org/campaigns/keep-350-million-tons-of-coal-in-the-ground) (<https://www.addup.org/campaigns/keep-350-million-tons-of-coal-in-the-ground>). The public has until May 22 to tell the Obama administration to reject the Arch Coal Loophole and keep this coal in the ground.

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[1] ([file:///H:/desktop/Arch%20Loophole%20Blog.doc#\\_ftnref1](file:///H:/desktop/Arch%20Loophole%20Blog.doc#_ftnref1)) Christophe McGlade and Paul Elkins, The Geographical Distribution of Fossil Fuels Unused When Limiting Global Warming to 2 °C, NATURE (Jan. 8, 2015).

[2] ([file:///H:/desktop/Arch%20Loophole%20Blog.doc#\\_ftnref2](file:///H:/desktop/Arch%20Loophole%20Blog.doc#_ftnref2)) As recently noted in a [report](#)

[\(https://www.americanprogress.org/issues/green/report/2015/03/19/108713/cutting-greenhouse-gas-from-fossil-fuel-extraction-on-federal-lands-and-waters/\)](https://www.americanprogress.org/issues/green/report/2015/03/19/108713/cutting-greenhouse-gas-from-fossil-fuel-extraction-on-federal-lands-and-waters/) by the Center for American Progress and The Wilderness Society, federal lands and waters managed by the Department of Interior are responsible for more than 20 percent of all U.S. greenhouse gas emissions.

[3] ([file:///H:/desktop/Arch%20Loophole%20Blog.doc#\\_ftnref3](file:///H:/desktop/Arch%20Loophole%20Blog.doc#_ftnref3)) Aside from Arch Coal, the only other coal company that could even potentially benefit from the loophole is the Oxbow Mine, which literally [caught fire last summer \(http://www.deltacountyindependent.com/new/news-main/north-fork-times/1298-fire-delivers-another-blow-to-oxbow-mine\)](http://www.deltacountyindependent.com/new/news-main/north-fork-times/1298-fire-delivers-another-blow-to-oxbow-mine) and has [stopped operating \(http://www.gjsentinel.com/breaking/articles/oxbow-lays-off-most-remaining-miners\)](http://www.gjsentinel.com/breaking/articles/oxbow-lays-off-most-remaining-miners), leaving Arch as the sole beneficiary.

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