

SAN MIGUEL COUNTY

BOARD OF COMMISSIONERS

ELAINE FISCHER

ART GOODTIMES

JOAN MAY

REGULAR MEETING AGENDA

WEDNESDAY, MAY 20, 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. Authorization of April 2015 Payroll and Vendor Payments.
 - b. Acceptance of April 2015 Road Report.
 - c. Acceptance of Building Department Monthly Report for April 2015.
 - d. Approval to appoint Ted Wilson to the San Miguel County Historical Commission for a two year term ending December 30, 2016.
 - e. Ratification 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 Britt Markey, Lot P, Unit 28 Two Rivers Subdivision.
 - f. Approval of Chair's signature on Agreement for Services with Larry Scanlon, Telluride Landscaping Company to reclaim and re-vegetate disturbed lands on the Galloping Goose Connector trail between the Society Turn underpass and east end of Keystone George land parcel.
 - g. Ratification of Chair's signature on County Veterans Service Officer's April 2015 Report.
 - h. Approval of Chair's signature on Community Development Plan regarding down payment assistance and Rehabilitation loan funding per agreement with Delta Housing Authority.
 - i. Approval of Chair's signature on Memorandum of Understanding with the Bureau of Land Management and other interested parties regarding the Implementation of the Burn Canyon Travel Management Plan.
 - j. Approval of Chair's signature on Energy and Mineral Impact Assistance Grant Agreement with the Colorado Department of Local Affairs for partial funding in the amount of \$491,210 of a new Road & Bridge Maintenance Shop Facility near Norwood.
 - k. Approval of Chair's signature on Insubstantial Plat Amendment to modify building envelope on Lot 27 Elk Run Subdivision.
 - l. Approval of Minutes: March 25, 2015.
 - m. Acceptance of Open Space & Recreation Department April 2015 Monthly Report.
 - n. Approval of Intergovernmental Memorandum of Understanding with Town of Mountain Village concerning noxious weed management and control services in 2015.
 - o. Approval of Chair's signature on Social Services Department March 2015 Earned Revenue and Expenditures, April 2015 Check Register, April 2015 Expenditures through Electronic Benefit Transfers, April 2015 County Allocation / MOE report, March 2015 Balance Sheet, April 2015 Caseload Report.
 - p. Approval of USFS Collection Agreement 15-CO-11020405-030 for the high alpine country management of Black Bear, Ophir, and Imogene Pass roads for 2015 summer season.
 - q. Other if needed.

9:40 am

5. ADMINISTRATIVE MATTERS: (10min)
 - a. Consideration of a letter to US Senator Michael Bennet requesting he oppose and vote "No" on proposals that would override or undermine the Endangered Species Act / MOTION / *Joan May* (5min)
 - b. Consideration of scoping comments opposing US Forest Service's Environmental Impact Statement to opening the North Folk Coal Mining

Area to roads reinstating exception of the Colorado Roadless Rule /
MOTION / *Dave Schneck* (5min)

9:50 am

6. OPEN SPACE AND RECREATION MATTERS: (10min)
- a. Consideration of request received from Norwood Fire Protection District to have use fees waived in the amount of \$150 for use of certain areas around County Fairgrounds on June 27, 2015 for Star Spangled Saturday event / MOTION / *Linda Luther*
 - b. Other, as needed

10:00 am

7. PLANNING MATTERS: (20min)
- a. **10:00 a.m. PUBLIC HEARING:** Consideration of an application submitted by Monet Ragsdale, on behalf of Summit Mountain Properties, seeking a Subdivision Exemption for a Lot Line Adjustment to adjust the lot line between Lots J1 and J2, Lawson Hill PUD and an Insubstantial PUD Amendment to amend the Lawson Hill PUD Matrix to show changes in lot size, square footage and parking requirements / MOTION / *Mike Rozycki* (15min)
 - b. Other, as needed

10:20 am

8. ADMINISTRATIVE MATTERS: (25min)
- a. Presentation of 2015 Wildland Fire Danger in the Uncompahgre National Forest / *Eric Brantingham* (20min)
 - b. Other, as needed

10:45 am

9. SAN MIGUEL COUNTY HOUSING AUTHORITY MATTERS: (15min)
- a. Consideration of a request by Rebekah Newman, owner Lot 314-8, Lawson Hill, for an exception to Sections 5-1305.B. [Definitions], 5-1305.C. [Ownership, Use and Occupancy Regulations] 5-1305 F. [Procedure for Selling and Renting Affordable Housing] of the San Miguel County R-1 Deed Restriction / MOTION / *Shirley Diaz*
 - b. Other, as needed

11:00 am

10. ADMINISTRATOR'S REPORT: (15min)
- a. Update with County Administrator. (Black)

11:15 am

11. COMMISSIONER AND PUBLIC DISCUSSION: (25min)
- a. Public Discussion. (10min)
 - b. Update on Outside Meetings. (10min)
 1. Elaine Fischer – IG / TriCounty
 2. Art Goodtimes - PLP / IG / TriCounty
 3. Joan May – Outdoor Alliance / IG / TriCounty
 - c. Website postings and press releases.
 - d. General Discussion. (5min)

11:40 am

12. ATTORNEY MATTERS: (Any of these items may involve an Executive Session)(20min)
- a. Consideration of a request received from Herb McHarg, Attorney to waive the possible conflict of interest and allow him to represent a county taxpayer regarding a property tax matter / MOTION / *Steve Zwick* (5min)
 - b. Discussion regarding proposed Tri-State G&T Montrose-Nucla-Cahone Transmission Line project, BLM release of Draft EA to Cooperating Agencies / *Steve Zwick* (5min)
 - c. Update on land negotiations, Citation (4)(a) / *Linda Luther*
 - d. Update on litigation.
 1. Discussion of San Miguel County C.R. S7 legal status, Citation (4)(b) / *Earl Rhodes, Steve Zwick*
 - e. Other, as needed

12:00 pm

13. 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 no later than 5:00 pm on the Friday prior to the meeting.

Agenda Distribution:

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FOR CONSENT AGENDA MAY 20TH, 2015

APPROVAL OF APRIL PAYROLLS &
APRIL 2015 VENDOR PAYMENTS

CHECKS ISSUED APR 1ST THRU APR 30TH, 2015
FROM FUND/DISTRICT AS FOLLOWS:

FUND	PAYROLL	SPECIAL REQUEST VENDOR
GENERAL FUND - 101	\$502,254.38	\$162,514.29
ROAD & BRIDGE FUND - 102	\$125,027.76	\$334,341.46
SOCIAL SERVICES FUND - 103	\$27,306.38	\$354.08
SALES TAX CAPITAL FUND - 104	\$0.00	\$70,652.56
CAPITAL EXPENDITURES - 106	\$0.00	\$23,974.85
RETIREMENT FUND -107	\$31,144.50	\$0.00
PARKS/OPEN SPACE - 108	\$29,563.16	\$23,066.63
CONSERVATION TRUST FUND - 109	\$0.00	\$0.00
LODGING TAX - 110	\$0.00	\$2,984.89
VEGETATION MANAGEMENT - 111	\$0.00	\$4,227.87
PUBLIC HEALTH & ENVIRONMNT - 115	\$32,639.93	\$4,432.67
ENERGY FUND - 116	\$0.00	\$0.00
HOUSING AUTHORITY - 224	\$0.00	\$0.00
DISPOSAL DISTRICT - 226	\$0.00	\$5,006.23
TOTALS	\$747,936.11	\$631,555.53



San Miguel County
Road & Bridge Department
PO Box 426
Norwood CO 81423
PH: 970.327.4835 Fax: 970.327.4090
Email: mikeh@sanmiguelcountyco.gov

April 2015 Road Report

The west end road crew has been hauling gravel to County Road 6HN in Egnar and then assisting with hauling gravel to several short sections in the east end to prepare for dust retardant applications. All crews have been grading and ditch cleaning as roads begin to dry out. The Norwood crew completed dust retardant applications on Wrights Mesa and around Norwood.

At this time Road & Bridge is still waiting for the contract from DOLA regarding our Energy Impact Grant for the Norwood Shop but I have contacted DOWL Engineering (formerly Buckhorn Geotech) in anticipation of advertising for bids as soon as possible. Norm Aufderheide, County Engineer, will oversee the construction project.

The District Supervisors and I met to coordinate spring projects as well as paving and chip/seal plans for the summer. We also met with a representative from Caterpillar to discuss the latest emission standards (Tier IV) for diesel engines and the use of biodiesel in the Tier IV engines. Biodiesel can still be used but is recommended at a much lower ratio due to the fuel filtration system on Tier IV. Without trying to understand all the chemical properties of emissions, it is stated that an older diesel engine using B20 (20% biodiesel) will not run as clean as a Tier IV diesel with up to 5% biofuel. As of 2014 all new engines meet Tier IV interim or final emission standards.

Steve Zwick and I traveled to Montrose to meet with Earl Rhodes and Rick Neiley, Dufficy's Attorney for CR S7, to discuss and provide Neiley with documentation regarding CR S7 through Dufficy property. Steve and I also traveled to Slick Rock to meet with Al Heaton and Rick Gersch to discuss the possibility of alternative access into Summit Canyon. Al Heaton, a cattle rancher who currently has a BLM grazing lease in Summit Canyon, states that CR S7 is the only access into Summit Canyon. Rick Gersch, a longtime local, has been hiking and driving around Summit Canyon and states there is no other access besides CR S7. After meeting with Al and Rick, Steve and I drove CR Q1 along Summit Canyon and stopped in several locations only to be amazed at how rugged the terrain is and how little chance there would be for alternative access. We later contacted Earl Rhodes and reported on our meeting.

I spent several hours with Stefani Conley, Interim HR Director, to interview employees over a personnel issue and provided her with notes and documentation regarding this issue.

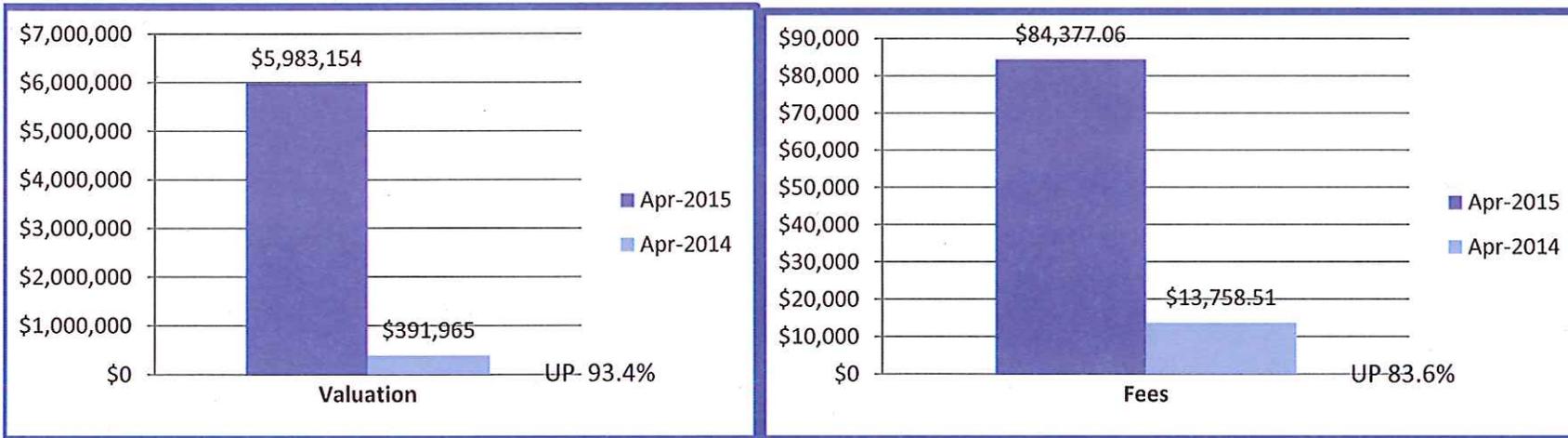
I met with the Placervalley HOA to discuss maintenance recommendations on the bridge in their subdivision. Since the bridge is on a subdivision road that has been accepted only for maintenance by the County, any major improvements are the responsibility of the homeowners. This bridge is inspected by CDOT along with all our County bridges every two years and is one of only two in the County that require a load posting. The HOA really needs to find a way to preserve the bridge into the future since there are issues that affect the load rating that are beginning to appear.

I met with the BLM at Deep Creek to discuss minor improvements to the boat launch area near the County Shop. The BLM would like to make minor improvements to the natural ramps on County property, plus post signs for trailer parking, etc. They would also like to place a Porta Potty in the area to solve some of the problems. Since all this was occurring anyway, it seemed like a good plan to manage it a little.

The District Supervisors and I interviewed several applicants for our summer temporary positions. Both temps have started work for a period of five months.

All Road & Bridge employees completed a CPR/AED Refresher class. Please let me know if you have questions.

BUILDING DEPARTMENT VALUATION AND FEES MONTHLY REPORT



APRIL 2015

	Residential	Commercial	Mechanical	2105 Year to Date	2014 Prior Year
Number of Permits	6	3	6	23	13
Valuation	\$2,732,642.00	\$3,081,623.00	\$2,457.00	\$5,983,154.00	\$391,965.00

Permit Fees	\$16,642.53	\$14,929.07		\$33,833.78	\$4,228.35
Plan Review Fees	\$10,817.65	\$9,703.89		\$21,758.08	\$5,344.83
Use Tax	\$11,030.57	\$12,326.49	\$9.83	\$23,932.62	\$1,423.30
Impact Fees	\$4,298.48			\$4,298.48	\$2,662.98
Mechanical Fees			\$370.30	\$554.10	\$99.05
TOTAL FEES	\$42,789.23	\$36,959.45	\$380.13	\$84,377.06	\$13,758.51

Certificate of Occupancy/Completion	3			16	24
Inspections	19			83	141

San Miguel County Monthly Permit Log - Permit Issued from 4/1/2015 to 4/30/2015

ISSUANCE	OWNER	PERMIT ID	OWNER MAILING ADDR.	VALUATION	CLASS OF WORK	JOB ADDRESS	CONTRACTOR INFO	
4/02/2015	Telluride Regional Airport Authority	COMM-3-15-2018	PO Box 1807 Telluride, CO 81435-1807	3,076,623	Foundation	1500 Last Dollar Rd Telluride, CO 81435	Hayward Baker 1500 Last Dollar Rd	(303)469-1136 Telluride, CO 81435
4/02/2015	Ilium Workshops LLC	COMM-4-15-2029	PO Box 734 Ophir, CO 81426	1,000	Remodel	711 SOUTH PARK Rd E & F Telluride, CO 81435		
4/01/2015	Jessica Henricks	MECH-3-15-2022	Po Box 1195 Norwood, CO 81423	0	New	102 SPRUCE Dr Norwood, CO 81423		
4/01/2015	Jessica Henricks	RES-3-15-2021	Po Box 1195 Norwood, CO 81423	135,000	Single Family Residence	102 SPRUCE Dr Norwood, CO 81423		
4/07/2015	Bernard King J Rev Liv Tst DTD 1992	MECH-4-15-2025	1 N Brentwood Blvd Ste 1400 Clayton, MO 63105	0	New	335 OLD TOLL Rd Telluride, CO 81435		
4/07/2015	Bernard King J Rev Liv Tst DTD 1992	RES-4-15-2024	1 N Brentwood Blvd Ste 1400 Clayton, MO 63105	210,000	Remodel	335 OLD TOLL Rd Telluride, CO 81435	Trifecta Construction, LLC PO Box 3160	(970)209-2309 Telluride, CO 81435
4/06/2015	Smith Siblings LLC	RES-4-15-2026	PO Box 3172 C/O R Jefferson Smith Grand Junction, CO 81502	5,000	Remodel	394 Saddle Horn Ln Telluride, CO 81435	Telluride Remodeling & Construction PO Box 3952	(970)708-4810 (970)708-4810 (Cell) Telluride, CO 81435
4/14/2015	7189 Properties LLC	ACC-4-15-2027	2809 W Adventure Dr Anthen, AZ 85086	38,000	Accessory Building	1017 S Avalon Dr Norwood, CO 81423	Cleary Building Corp. 190 Paoli St	(800)373-5550 Verona, WI 53593
4/14/2015	Kenneth Giuriceo	MECH-4-15-2033	1073 Elk Run Telluride, CO 81435	0	New	1073 ELK RUN Rd Telluride, CO 81435	Allison Construction	(970)826-5743 CO
4/14/2015	Kenneth Giuriceo	RES-4-15-2032	1073 Elk Run Telluride, CO 81435	65,642	Remodel	1073 ELK RUN Rd Telluride, CO 81435	Allison Construction	(970)826-5743 CO
4/23/2015	Telecam Partnership II Ltd	COMM-4-15-2038	PO Box 3231 Telluride, CO 81435	4,000	Tenant Finish	761 Vance Dr Telluride, CO 80435		
4/20/2015	Sestri LLC A CO LIM LIAB CO	MECH-4-15-2035	PO Box 22206 Telluride, CO 81435	0	New	993 E Anderson Rd Telluride, CO 81435	Chandler Homes PO Box 3987	(970)728-4006 (970)708-2380 (Cell) Telluride, CO 81435
4/20/2015	Franciscus Nicolaas Valk	MECH-4-15-2040	PO Box 279 Placerville, CO 81430	1,957	New	934 HIGH BLUFF Dr Placerville, CO 81430		
4/23/2015	Telecam Partnership II Ltd	MECH-4-15-2041	PO Box 3231 Telluride, CO 81435	500	New	761 VANCE Dr Telluride, CO 81435		
4/20/2015	Sestri LLC A CO LIM LIAB CO	RES-4-15-2034	PO Box 22206 Pl Telluride, CO 81435	2,279,000	Single Family Residence	993 E Anderson Rd Telluride, CO 81435	Chandler Homes PO Box 3987	(970)728-4006 (970)708-2380 (Cell) Telluride, CO 81435

Grand Total Valuation 5,816,722

Issuance Report by Permit Type

Permits Issued From Wednesday, April 1, 2015 through Thursday, April 30, 2015

Permit Number	Location Address	Sq Ft	Valuation	Issued	Site Location	Owner
Commercial Building						
COMM-3-15-2018	1500 Last Dollar Rd	0	3,076,623	4/02/15	Last Dollar Road	Telluride Regional Airport Authority
COMM-4-15-2029	711 SOUTH PARK Rd	0	1,000	4/02/15	Ilium	Ilium Workshops LLC
COMM-4-15-2038	761 Vance Dr	539	4,000	4/23/15		Telecam Partnership II Ltd
		539	3,081,623.00	Number of Permits for Commercial Building : 3		

Mechanical Permit						
MECH-3-15-2022	102 SPRUCE Dr	0	0	4/01/15		Jessica Henricks
MECH-4-15-2025	335 OLD TOLL Rd	0	0	4/07/15		Bernard King Bernard King J Rev Liv Tst DTD 1992
MECH-4-15-2033	1073 ELK RUN Rd	0	0	4/14/15		Kenneth Giuriceo
MECH-4-15-2035	993 Anderson Rd	0	0	4/20/15		Bobbi Leslie Sestri LLC
MECH-4-15-2040	934 HIGH BLUFF Dr	0	1,957	4/20/15		
MECH-4-15-2041	761 VANCE Dr	0	500	4/23/15		Telecam Partnership II Ltd
		0	2,457.00	Number of Permits for Mechanical Permit : 6		

Residential Accessory						
ACC-4-15-2027	1017 Avalon Dr	1764	38,000	4/14/15	Wright's Mesa	Michael C Palmer 7189 Properties LLC, A CO LLC
		1764	38,000.00	Number of Permits for Residential Accessory : 1		

Residential Building						
RES-3-15-2021	102 SPRUCE Dr	1760	135,000	4/01/15	Wright's Mesa	Jessica Henricks
RES-4-15-2024	335 OLD TOLL Rd	0	210,000	4/07/15	Meadows at Deep Creek	Bernard King Bernard King J Rev Liv Tst DTD 1992
RES-4-15-2026	394 Saddle Horn Ln	0	5,000	4/06/15	Ski Ranches	Jefferson Smith Smith Siblings LLC
RES-4-15-2032	1073 ELK RUN Rd	0	65,642	4/14/15	Elk Run	Kenneth Giuriceo
RES-4-15-2034	993 Anderson Rd	2937	2,279,000	4/20/15	Wilson Mesa Ranches	Dean Leslie Sestri LLC
		2937	2,694,642.00	Number of Permits for Residential Building : 5		

Permit Number	Location Address	Sq Ft	Valuation	Issued	Site Location	Owner
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Grand Total Sq Footage		7,000				
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Grand Total Valuation			5,816,722.00			
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**FUNDS COLLECTED BY THE BUILDING DEPARTMENT
TENDERED TO TREASURER -
(Payment Date or Date Range of) 4/1/2015 To 4/30/2015**

Date	Received From (Applicant)	TREAS# (GL Account)	Finance (GL Debit)	Pay Type	Amount
Type of Permit: Commercial Building					
Permit Number: COMM-3-15-2018					
4/2/2015	Telluride Regional Airport Authority	0010.3800	101.0350.10.32105	Check # 177146	\$14,776.73
4/2/2015		0010.8000	101.0350.10.31120	Check # 177146	\$12,306.49
4/2/2015		0010.7100	101.0350.10.33105	Check # 177146	\$9,604.87
					Total Check Amount: \$36,688.09
Permit Number: COMM-4-15-2029					
4/2/2015	Greg Viditz-Ward	0010.3800	101.0350.10.32105	Check # 1105	\$43.42
4/2/2015		0010.8000	101.0350.10.31120	Check # 1105	\$4.00
4/2/2015		0010.7100	101.0350.10.33105	Check # 1105	\$28.22
					Total Check Amount: \$75.64
Permit Number: COMM-4-15-2038					
4/23/2015	Mary Jane's Medicinals	0010.7100	101.0350.10.33105	Check # 1101	\$70.80
4/23/2015		0010.8000	101.0350.10.31120	Check # 1101	\$16.00
4/23/2015		0010.3800	101.0350.10.32105	Check # 1101	\$108.92
					Total Check Amount: \$195.72
Commercial Building Permits: 3 Total: \$36,959.45					
Type of Permit: Mechanical Permit					
Permit Number: MECH-3-15-2022					
4/1/2015	Jessica Henricks	0010.8100	101.0350.10.32105	Cash	\$10.65
4/1/2015		0010.8100	101.0350.10.32105	Cash	\$14.70
4/1/2015		0010.8100	101.0350.10.32105	Cash	\$14.50
4/1/2015		0010.8100	101.0350.10.32105	Cash	\$23.50
4/1/2015		0010.8100	101.0350.10.32105	Cash	\$10.65
4/1/2015		0010.8100	101.0350.10.32105	Cash	\$7.25
					Total Check Amount: \$81.25
Permit Number: MECH-4-15-2025					
4/7/2015	Bernard King J Rev Liv Tst DTD 1992	0010.8100	101.0350.10.32105	Check # 15327	\$14.50
4/7/2015		0010.8100	101.0350.10.32105	Check # 15327	\$7.25
4/7/2015		0010.8100	101.0350.10.32105	Check # 15327	\$23.50
					Total Check Amount: \$45.25
Permit Number: MECH-4-15-2033					
4/14/2015	Kenneth Giuriceo	0010.8100	101.0350.10.32105	Check # 024821	\$29.00
4/14/2015		0010.8100	101.0350.10.32105	Check # 024821	\$23.50
					Total Check Amount: \$52.50
Permit Number: MECH-4-15-2035					
4/20/2015	Sestri LLC A CO LIM LIAB CO	0010.8100	101.0350.10.32105	Check # 3541	\$27.15
4/20/2015		0010.8100	101.0350.10.32105	Check # 3541	\$23.50
4/20/2015		0010.8100	101.0350.10.32105	Check # 3541	\$21.30
4/20/2015		0010.8100	101.0350.10.32105	Check # 3541	\$29.00
4/20/2015		0010.8100	101.0350.10.32105	Check # 3541	\$10.65
					Total Check Amount: \$111.60
Permit Number: MECH-4-15-2040					
4/20/2015	Franciscus Nicolaas Valk	0010.8000	101.0350.10.31120	Check # Cash	\$7.83
4/20/2015		0010.8100	101.0350.10.32105	Check # Cash	\$14.80
4/20/2015		0010.8100	101.0350.10.32105	Check # Cash	\$23.50
					Total Check Amount: \$46.13
Permit Number: MECH-4-15-2041					
4/23/2015	Mary Jane's Medicinals	0010.8100	101.0350.10.32105	Check # 1101	\$7.25
4/23/2015		0010.8000	101.0350.10.31120	Check # 1101	\$2.00
4/23/2015		0010.8100	101.0350.10.32105	Check # 1101	\$23.50

4/23/2015	Mary Jane's Medicinals	0010.8100	101.0350.10.32105	Check # 1101	\$10.65
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Total Check Amount: **\$43.40**

Mechanical Permit Permits: 6 Total: \$380.13

Type of Permit:	Residential Accessory
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Permit Number:	ACC-3-15-2020				
4/1/2015	Phillip Goldfarb	0010.8000	101.0350.10.31120	Check # 3196	\$100.00
4/1/2015		0010.3800	101.0350.10.32105	Check # 3196	\$438.20
4/1/2015		0010.7100	101.0350.10.33105	Check # 3196	\$284.83

Total Check Amount: **\$823.03**

Permit Number:	ACC-4-15-2027				
4/14/2015	7189 Properties LLC	0010.8000	101.0350.10.31120	Check # 048720	\$152.00
4/14/2015		0010.3800	101.0350.10.32105	Check # 048720	\$585.23
4/14/2015		0010.7100	101.0350.10.33105	Check # 048720	\$380.40

Total Check Amount: **\$1,117.63**

Residential Accessory Permits: 2 Total: \$1,940.66

Type of Permit:	Residential Building
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Permit Number:	RES-3-15-2021				
4/1/2015	Jessica Henricks	0010.7100	101.0350.10.33105	Cash	\$866.09
4/1/2015		0010.8000	101.0350.10.31120	Cash	\$540.00
4/1/2015		0010.3800	101.0350.10.32105	Cash	\$1,332.45

Total Check Amount: **\$2,738.54**

Permit Number:	RES-4-15-2024				
4/7/2015	Bernard King J Rev Liv Tst DTD 1992	0010.3800	101.0350.10.32105	Check # 15327	\$1,802.70
4/7/2015		0010.7100	101.0350.10.33105	Check # 15327	\$1,171.76
4/7/2015		0010.8000	101.0350.10.31120	Check # 15327	\$840.00

Total Check Amount: **\$3,814.46**

Permit Number:	RES-4-15-2026				
4/6/2015	Smith Siblings LLC	0010.3800	101.0350.10.32105	Check # 2935	\$124.60
4/6/2015		0010.8000	101.0350.10.31120	Check # 2935	\$20.00
4/6/2015		0010.7100	101.0350.10.33105	Check # 2935	\$80.99

Total Check Amount: **\$225.59**

Permit Number:	RES-4-15-2032				
4/14/2015	Kenneth Giuriceo	0010.3800	101.0350.10.32105	Check # 024821	\$846.44
4/14/2015		0010.8000	101.0350.10.31120	Check # 024821	\$262.57
4/14/2015		0010.7100	101.0350.10.33105	Check # 024821	\$550.19

Total Check Amount: **\$1,659.20**

Permit Number:	RES-4-15-2034				
4/20/2015	Sestri LLC A CO LIM LIAB CO	0010.3800	101.0350.10.32105	Check # 3544	\$11,512.91
4/20/2015		0830.4200	224.0120.10.33170	Check # 3544	\$4,298.48
4/20/2015		0010.7100	101.0350.10.33105	Check # 3544	\$7,483.39
4/20/2015		0010.8000	101.0350.10.31120	Check # 3544	\$9,116.00

Total Check Amount: **\$32,410.78**

Residential Building Permits: 5 Total: \$40,848.57

Grand Total Permits Issued: 16

Grand Total Permit Fees: \$80,128.81

Permit Payments - Building Only (By GL Code)

From 4/1/2015 To 4/30/2015

0010.3800

Commercial Building

Building Permit Fee

04/02/2015	COMM-4-15-2029	Building Permit Fee	\$43.42
04/02/2015	COMM-3-15-2018	Building Permit Fee	\$14,776.73
04/23/2015	COMM-4-15-2038	Building Permit Fee	\$108.92

\$14,929.07

Residential Accessory

Building Permit Fee

04/14/2015	ACC-4-15-2027	Building Permit Fee	\$585.23
04/01/2015	ACC-3-15-2020	Building Permit Fee	\$438.20

\$1,023.43

Residential Building

Building Permit Fee

04/01/2015	RES-3-15-2021	Building Permit Fee	\$1,332.45
04/20/2015	RES-4-15-2034	Building Permit Fee	\$11,512.91
04/14/2015	RES-4-15-2032	Building Permit Fee	\$846.44
04/07/2015	RES-4-15-2024	Building Permit Fee	\$1,802.70
04/06/2015	RES-4-15-2026	Building Permit Fee	\$124.60

\$15,619.10

TOTAL FEES

\$31,571.60

0010.7100

Commercial Building

Plan Review Fee

04/23/2015	COMM-4-15-2038	Plan Review Fee	\$70.80
04/02/2015	COMM-3-15-2018	Plan Review Fee	\$9,604.87
04/02/2015	COMM-4-15-2029	Plan Review Fee	\$28.22

\$9,703.89

Residential Accessory

Plan Review Fee

04/01/2015	ACC-3-15-2020	Plan Review Fee	\$284.83
04/14/2015	ACC-4-15-2027	Plan Review Fee	\$380.40

\$665.23

Residential Building

Plan Review Fee

04/14/2015	RES-4-15-2032	Plan Review Fee	\$550.19
04/20/2015	RES-4-15-2034	Plan Review Fee	\$7,483.39
04/07/2015	RES-4-15-2024	Plan Review Fee	\$1,171.76
04/06/2015	RES-4-15-2026	Plan Review Fee	\$80.99
04/01/2015	RES-3-15-2021	Plan Review Fee	\$866.09

\$10,152.42

TOTAL FEES

\$20,521.54

0010.8000

Commercial Building

Use Tax

04/02/2015	COMM-4-15-2029	Use Tax	\$4.00
04/23/2015	COMM-4-15-2038	Use Tax	\$16.00
04/02/2015	COMM-3-15-2018	Use Tax	\$12,306.49

\$12,326.49

Mechanical Permit

Use Tax

04/23/2015	MECH-4-15-2041	Use Tax	\$2.00
04/20/2015	MECH-4-15-2040	Use Tax	\$7.83

\$9.83

Residential Accessory

Use Tax

04/01/2015	ACC-3-15-2020	Use Tax	\$100.00
04/14/2015	ACC-4-15-2027	Use Tax	\$152.00

\$252.00

Residential Building

Use Tax

04/06/2015	RES-4-15-2026	Use Tax	\$20.00
04/14/2015	RES-4-15-2032	Use Tax	\$262.57
04/01/2015	RES-3-15-2021	Use Tax	\$540.00
04/20/2015	RES-4-15-2034	Use Tax	\$9,116.00
04/07/2015	RES-4-15-2024	Use Tax	\$840.00

\$10,778.57

TOTAL FEES

\$23,366.89

Mechanical Permit**Air Handlers < 10,000 cubic feet/minute**

04/23/2015	MECH-4-15-2041	Air Handlers < 10,000 cubic feet/minute	\$10.65
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Appliance Vent Relocation/Installation Replacement

04/01/2015	MECH-3-15-2022	Appliance Vent Relocation/Installation F	\$7.25
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04/07/2015	MECH-4-15-2025	Appliance Vent Relocation/Installation F	\$7.25
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Boiler/AC unit>100K & <=500K BTU / Comp 3-15hp

04/20/2015	MECH-4-15-2035	Boiler/AC unit>100K & <=500K BTU / C	\$27.15
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Boiler/AC<100K BTU & Compressors <= 3 hp

04/01/2015	MECH-3-15-2022	Boiler/AC<100K BTU & Compressors <	\$14.70
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Forced-air or gravity type furnace <= 100,000 BTU

04/20/2015	MECH-4-15-2040	Forced-air or gravity type furnace <= 1C	\$14.80
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Gas Fireplace & Decorative Appliance

04/20/2015	MECH-4-15-2035	Gas Fireplace & Decorative Appliance	\$21.30
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Hoods serving a mechanical exhaust

04/01/2015	MECH-3-15-2022	Hoods serving a mechanical exhaust	\$10.65
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04/20/2015	MECH-4-15-2035	Hoods serving a mechanical exhaust	\$10.65
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Mechanical Exhaust Fee

04/20/2015	MECH-4-15-2035	Mechanical Exhaust Fee	\$29.00
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04/07/2015	MECH-4-15-2025	Mechanical Exhaust Fee	\$14.50
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04/01/2015	MECH-3-15-2022	Mechanical Exhaust Fee	\$14.50
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04/14/2015	MECH-4-15-2033	Mechanical Exhaust Fee	\$29.00
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Mechanical Permit Fee

04/14/2015	MECH-4-15-2033	Mechanical Permit Fee	\$23.50
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04/20/2015	MECH-4-15-2035	Mechanical Permit Fee	\$23.50
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04/01/2015	MECH-3-15-2022	Mechanical Permit Fee	\$23.50
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04/20/2015	MECH-4-15-2040	Mechanical Permit Fee	\$23.50
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04/23/2015	MECH-4-15-2041	Mechanical Permit Fee	\$23.50
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04/07/2015	MECH-4-15-2025	Mechanical Permit Fee	\$23.50
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Ventilation Fan

04/23/2015	MECH-4-15-2041	Ventilation Fan	\$7.25
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Wood-burning Fireplace or appliance

04/01/2015	MECH-3-15-2022	Wood-burning Fireplace or appliance	\$10.65
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\$370.30**TOTAL FEES****\$370.30**

0830.4200

Residential Building

Impact Fee

04/20/2015 RES-4-15-2034

Impact Fee

\$4,298.48

\$4,298.48

TOTAL FEES

\$4,298.48

Total Payments:

\$80,128.81

Certificate of Occupancy & Certificate of Completion Issuance Report

By Permit Type

C.O.'s Issued From Wednesday, April 1, 2015 through Thursday, April 30, 2015

C.O. Number	Issued	Location Address	Permit Status	Permit Number
Commercial Building				
Certificate of Completion				
CoC-1660	4/15/2015	711 SOUTH PARK Rd	Approved	COMM-4-15-2029
				Totals for Commercial Building : 1

Residential Building				
Certificate of Completion				
CoC-1658	4/9/2015	149 DEER PARK Ln	Completed	RES-6-14-1871
Certificate Of Occupancy				
CO-1662	4/22/2015	1029 Posey Rd	Approved	RES-9-13-1795
				Totals for Residential Building : 2

Memorandum

To: San Miguel County Board of County Commissioners

From: Nina Kothe – BOCC Administrative Assistant

Date: 5/11/2015

Re: Appointment to the County Historical Commission

Open seats on the San Miguel County Historical Commission have been advertised. Ted Wilson 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 5/20/17.

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.

**AMENDED AND RESTATED
DEED RESTRICTION AND COVENANT
Lot P, Unit 28, Two Rivers Subdivision**

THIS AMENDED AND RESTATED DEED RESTRICTION AND COVENANT ("Covenant") is entered into this day 15th of May, 2015 ("**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. Britt Markey, (individually or collectively, "**Subject Property Owner**"), whose current mailing address is as follows: PO Box 3806 and/or 900 Two Rivers Dr., Telluride, Colorado 81435.

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

RECITALS

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

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

B. The Subject Property Owner is the current, fee simple owner of Lot P, unit 2, Two Rivers pursuant to the Subdivision Governing Documents, San Miguel County, Colorado ("**Subject Property**"). Unit TR28, First Amendment to the Planned Community Map for Two Rivers, a Planned Community, According to the Plat filed in the office of the Clerk and Recorder in Plat Book 1 at page 2209, and according to the Declaration of Two Rivers, recorded in Book 568 at page 76 as amended or supplemented; SUBJECT to the terms, conditions, provision and obligations therein. County of San Miguel, State of Colorado.

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.**”

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

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

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

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

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

COVENANT

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

Section 1. Deed Restriction.

1.1. Termination of Original Deed Restriction.

1.1.1. Except as provided for below, all components of the Original Deed Restriction: (a) are each hereby forever terminated, extinguished and vacated and will no longer be considered a covenant or restriction burdening the Subject Property or binding the Subject Property Owner; (b) shall no longer have any force, effect, or legal significance with respect to the ownership, use and occupancy of the Subject Property; and (c) is replaced by this Covenant.

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

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

1.2. Establishment of the Covenant.

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

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

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

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

1.3. Term. The "**Term**" of this Covenant shall commence on the Effective Date and shall continue until May 18, 2042 ("**Expiration Date**"). At the option of the County, the duration of this Covenant may be extended after the Expiration Date for an additional period of fifty (50) years after

public hearing and comment on the proposed extension. Any other amendment must be agreed to in writing by all Parties as provided for in this Covenant.

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

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

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

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

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

1.6. Limitation on Amendments to Covenant.

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

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

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

1.8. Price Appreciation Caps. 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 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 2. Purchasing the Subject Property.

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

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

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

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

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

2.3. Co-Borrower. A person who does not meet the requirements for approval as a Qualified Purchaser, but who is necessary as a co-borrower in order for an Ownership Applicant to obtain financing, may be listed on title to the Subject Property provided that: (1) the Ownership Applicant provides the Administrator with a letter from the Lender stating the co-borrower's name and relationship to the Ownership Applicant, and that the co-borrower is necessary and must be listed on title in order for the Ownership Applicant to obtaining financing to purchase the Subject Property; and (2) the Ownership Applicant and the co-borrower enter into a Co-Borrower Agreement providing that, in the event the co-

borrower takes full title to the Subject Property for any reason, the co-borrower shall notify the Administrator immediately, and shall either sell the Subject Property to a Qualified Purchaser or otherwise comply with the terms of this Covenant within one year of the date that the co-borrower takes full title.

Section 3. Renting the Subject Property.

3.1. Subject Property Owner Approval to Rent. The Subject Property Owner may not rent or lease the Subject Property, or any portion of the Subject Property, for any amount of time, without written approval from the Administrator, which approval shall be in accordance with the terms of this Section 3. If the Subject Property Owner intends to continue to occupy the Subject Property as his or her Primary Residence and will share occupancy with the Qualified Tenant(s) then the Administrator shall issue a written approval to the Subject Property Owner to rent the Subject Property within five business days after the Subject Property Owner notifies the Administrator of the Subject Property Owner's intent to rent the Subject Property. If the Subject Property Owner does not intend to occupy the Subject Property as his or her Primary Residence then the Subject Property Owner must comply with any other requirements pursuant to this Covenant prior to receiving an approval to rent from the Administrator. An approval to rent operates only to allow the Subject Property Owner to offer the Subject Property for rent. All potential Occupants must submit a Rental Application and receive approval as a Qualified Tenant prior to occupying the Subject Property.

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

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

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

Section 4. Selling the Subject Property.

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

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

4.3. Waiver of County Transfer Fee. The seller is not required to pay the County Transfer Fee if the seller has already purchased another Deed Restricted Property or if the seller purchases another Deed Restricted Property no more than six months after closing on the sale of the Subject Property. If the seller has not already purchased another Deed Restricted Property, the seller shall make arrangements, to the satisfaction of the Administrator, to place the County Transfer Fee in escrow, and the fee shall remain in escrow until the first to occur of the following two events: (1) The seller acquires title to another Deed Restricted Property within six months of closing on the sale of the Subject Property, and has not purchased any material interest in any other Residential Property in the Telluride R-1 School District in the interim, in which case the County Transfer Fee shall be refunded to the seller; or (2) The seller has not acquired title to another Deed Restricted Property within six months of closing on the sale of the Subject Property, in which case the County Transfer Fee shall be paid to the County.

Section 5. Continuing Ownership.

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

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

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

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

(a) The Subject Property Owner has been employed for at least 1032 hours of the twelve months immediately preceding the Compliance Date.

(b) The Subject Property Owner is Retired.

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

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

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

(f) The Subject Property Owner is the former Spouse of a Qualified Owner and acquired title to the Subject Property as: (i) the Spouse of a Qualified Purchaser; (ii) the Spouse of a Qualified Owner; or (iii) pursuant to a court approved property settlement or other court order.

(g) The Subject Property Owner previously was a Qualified Owner, but is currently unemployed; provided that for at least eight of the twelve months immediately preceding the Compliance Date, the Subject Property Owner met the requirements for approval as a Qualified Owner and/or received unemployment benefits from the Colorado Department of Labor.

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

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

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

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

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

5.4.4. Military Service. The Subject Property Owner will be absent from the Four County Region due to United States military orders, provided that: (1) the Subject Property Owner notifies the Administrator within five days of receiving the United States military order, and the Administrator acknowledges receipt of the notification and sufficiency of the provided documentation; (2) the Subject

Property Owner maintains the Subject Property as their legal residence for tax purposes; (3) if the Subject Property Owner is registered to vote in San Miguel County at the time they receive the military orders, the Subject Property Owner maintains voter registration in San Miguel County; and (4) the Subject Property Owner receives approval as a Qualified Owner within one year after he or she is no longer under such United States military orders. The Subject Property Owner shall be exempt from both the Continuing Residence and Continuing Employment Standards for as long as the Subject Property Owner is unable to meet the standards due to United States military orders.

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

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

Section 6. Continuing Occupancy.

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

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

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

Section 7. Ownership of Other Residential Property Prohibited.

7.1. Prohibition. Subject Property Owners and Occupants, as well as their Spouses and Dependents, if any, may not own more than a 10% interest, direct or indirect, in other Residential Property in the Telluride R-1 School District. This prohibition includes partial or full corporate ownership established to provide a beneficial interest sufficient to permit the use and occupancy by the

owner or part-owner of such property. Except as otherwise provided in this Section 7, and unless granted an exception pursuant to Section 8, failure to comply with this Section 7.1 is a violation of this Covenant and shall be addressed in accordance with the provisions of Section 9 of this Covenant.

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

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

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

7.3. Grace Period for Qualified Purchasers. If an Ownership Applicant is approved as a Qualified Purchaser and he or she, or any other Subject Property Owner, or any Occupant, or the Spouse or Dependent of the Qualified Purchaser or of any other Subject Property Owner or Occupant owns more than a 10% interest, direct or indirect, in other Residential Property in the Telluride R-1 School District on the Acquisition Date, the Subject Property Owner shall have a grace period of one year from the Acquisition Date to sell the other Residential Property or obtain an exception pursuant to Section 8.

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

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

7.6. Further Price Reductions. If the Subject Property Owner has not sold the other Residential Property, obtained an exception, or otherwise complied with the terms of this Covenant within fifteen months after the Acquisition Date, the Subject Property Owner shall immediately lower the listing price of the Subject Property, which shall not exceed 90% of the Appraised Value, by an amount that is 3% of the Appraised Value, and shall continue to lower the listing price of the Subject Property by the same

amount (3% of the Appraised Value) every three months thereafter until the Subject Property Owner has sold the other Residential Property, obtained an exception, or otherwise complied with the terms of this Covenant; except, however, the Subject Property Owner is not required to lower the listing price below 60% of the Appraised Value. If the Subject Property Owner fails to comply with the provisions of this Section 7, the County may, at its option, purchase the Subject Property for 75% of the Appraised Value.

Section 8. Exceptions.

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

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

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

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

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

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

Section 9. Violations and Remedies.

9.1. Notification of Violation. In the event an alleged violation of this Covenant is discovered, whether pursuant to a procedure or provision herein, from a citizen complaint, or by other means, the Administrator shall send a written notice of such violation to all Subject Property Owners of the Subject Property, and if applicable, to Occupants of the Subject Property. The notice shall state: (1) the nature of the alleged violation; (2) the specific provisions of this Covenant that the Subject Property Owner and/or

Occupant has allegedly violated; (3) the steps required by the Subject Property Owner and/or Occupant to cure the violation; (4) the remedies that the County may pursue if the alleged violation is not cured; (5) the reasonable timeframe within which the Subject Property Owner and/or Occupant must cure the alleged violation; (6) that the Subject Property Owner and/or Occupant has a right to request a hearing before the Administrator to determine the merits of the allegations and to discuss potential remedies; (7) that the Subject Property Owner and/or Occupant must notify the Administrator that he or she requests such a hearing no later than fifteen days after receiving the notice; and (8) that the alleged violation will be considered conclusively determined if the Subject Property Owner and/or Occupant does not request such a hearing.

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

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

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

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

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

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

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

meets the Complying Offer Terms until either the Subject Property is sold or the Subject Property Owner otherwise cures the violation.

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

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

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

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

Section 10. Documentation and Notices.

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

10.1.1. Privilege or Disclosure Otherwise Prohibited by Law. Any person who, in connection with the procedures contained in this Covenant, references customers and/or clients with

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

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

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

<p><u>If to Subject Property Owner:</u></p> <p><u>Britt Markey</u> PO Box 3806 and/or 900 Two Rivers Dr. Telluride, CO 81435</p>	<p><u>If to County:</u> Mailing Address: Office of the County Attorney P.O. Box 791 Telluride, CO 81435 Phone: 970-728-3879 Fax: 970-728-3718 Email: attorney@sanmiguelcounty.org</p>
	<p><u>If to Administrator:</u> San Miguel Regional Housing Authority 820 Black Bear Road P.O. Box 840 Telluride, CO 81435 Phone: 970-728-3034 Fax: 970-728-5371 Email: smrha@telluridecolorado.net</p>

10.3. County Assistance and Financial Counseling upon Default of Secured Obligation. Any Subject Property Owner who receives notification of a past due payment(s), a default in payment, or a default of any other obligation due or to be performed pursuant to a Secured Obligation, shall notify the Administrator, who shall in turn notify the County no later than two weeks after the Subject Property Owner received such notification. Subject to availability of funds, the County may, in its sole discretion, provide temporary financial assistance and/or financial counseling to the Subject Property Owner, which assistance shall be subject to terms and conditions the County deems necessary, including, but not limited to provisions for the Subject Property Owner to repay the County. A Subject Property Owner is encouraged to make the Administrator aware of these circumstances as early as possible to best allow the

County to determine if any such assistance is feasible, it being recognized that the longer the default exists, the less likely it is that the County can provide assistance. Nothing herein shall obligate the County to provide such assistance.

Section 11. 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 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:

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

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

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

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

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

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

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

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

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

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

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

12.12. County PUD/Subdivision Approvals. The approvals granted for the San Bernardo Homeowners Association Subdivision by the County and reflected by the Subdivision Governing Documents as well as by certain resolutions concerning the San Bernardo Subdivision recorded in the Official Records.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.28. Non-Qualifying Income. All income that is not Qualifying Income. With respect to any person or entity, Non-Qualifying Income includes, but is not limited to, any money, and the cash value of any goods or

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

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

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

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

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

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

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 13. General Provisions.

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

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

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

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

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

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

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

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

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

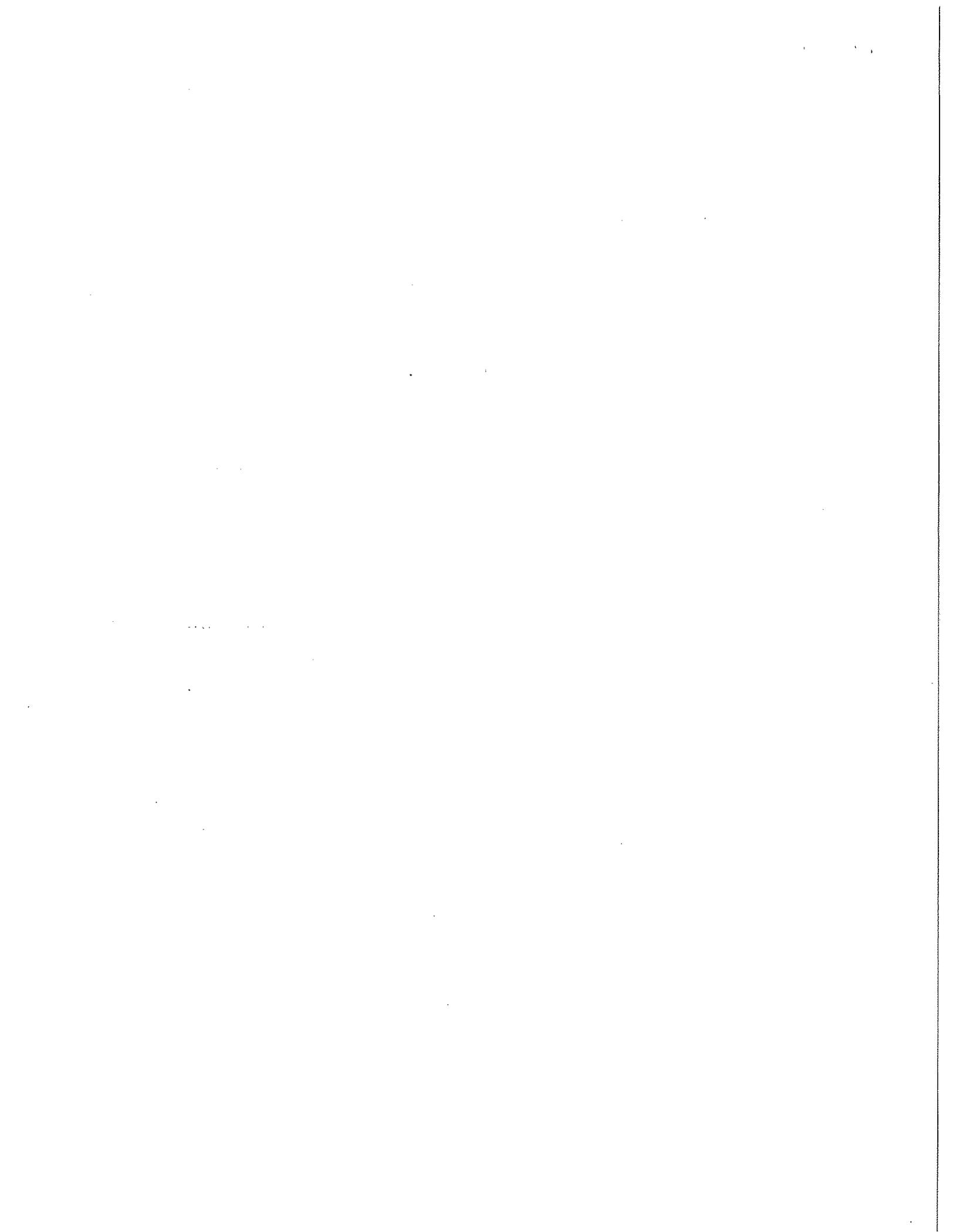
13.10. Waiver. No claim of waiver, consent or acquiescence with respect to any provision of this Covenant shall be valid against any Party hereto, except on the basis of a written instrument executed by the Parties hereto. Nothing in this Covenant shall be deemed to waive or otherwise limit any defenses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

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

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

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

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





All-purpose Acknowledgment California only

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

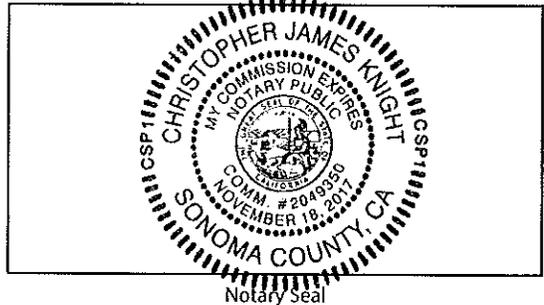
State of California

County of Sonoma

On 4/30/2015 before me Christopher James Knight, Notary Public (here insert name and title of the officer),

personally appeared Brett Markay

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Christopher James Knight

Description of Attached Document

Type or Title of Document Amended and Restated Deed Restriction And Covenant

Document Date 4/30/2015 Number of Pages 25

Signer(s) Other Than Named Above /

Scanner Enabled Stores should scan this form
Manual Submission Route to Deposit Operations



FO01-000DSG5350CA-01



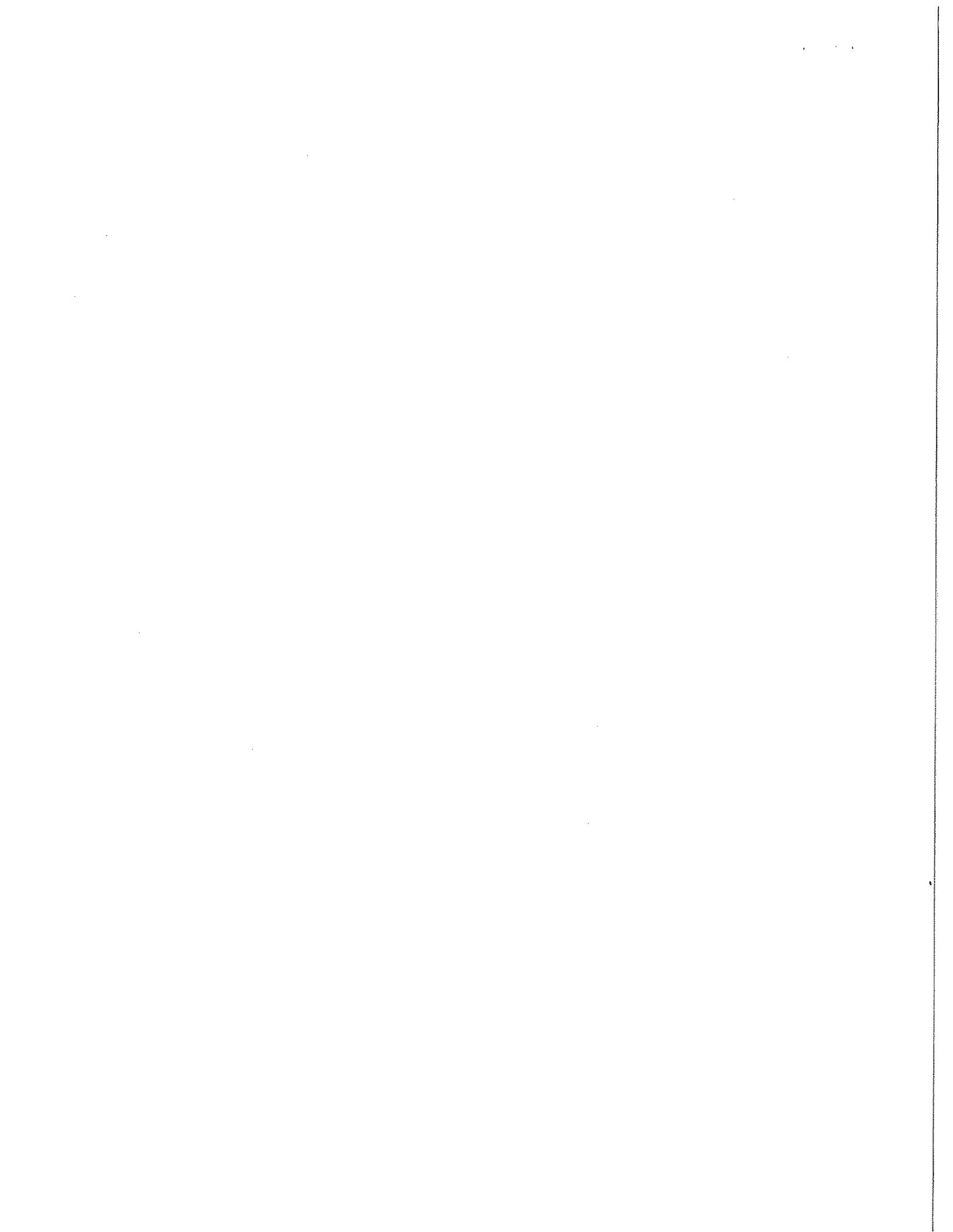
Exhibit "A"
(Lot P Two Rivers Subdivision Governing Documents)

General Declaration(s) for Lot P Two Rivers Subdivision:

- (1) General Declarations for Lot P Two Rivers Subdivision, recorded on September 24, 1996 Reception No. 307591;
- (2) First Amendment to Declarations recorded on March 10, 1997 at Reception No. 311088;
- (3) Second Amendment and Supplemental to Declarations recorded on April 3, 1997 at Reception No. 311543;
- (4) Third Amendment to Declarations recorded on July 30, 1997 at Reception No. 313642;
- (5) Fourth Amendment to Declarations recorded on August 1, 1997 at Reception No. 313684;
- (6) Fifth Amendment to Declarations recorded on August 15, 1997 at Reception No. 313915;
- (7) Sixth Amendment to Declarations recorded on September 17, 1997 at Reception No. 314498;
- (8) Seventh Amendment to Declarations recorded on April 21, 1998 at Reception No. 318317;
- (9) Eighth Amendment to Declarations recorded on May 17, 1999 at Reception No. 326457; and
- (10) Any and all further Amendments and/or Supplements to Lot P Two Rivers Subdivision's General Declarations.

Final Plats for Lot P Two Rivers Subdivision:

- (1) Final Plat for Lot P Two Rivers Subdivision recorded September 24, 1996 in Plat Book 1 at Page 2120, Reception No. 307590;
- (2) First Amendment to Final Plat recorded on March 10, 1997 at Reception No. 311089;
- (3) Second Amendment to Final Plat recorded on April 3, 1997 at Reception No. 311542;
- (4) Third Amendment to the Final Plat recorded on May 16, 1997 at Reception No. 312271;
- (5) Fourth Amendment to the Final Plat recorded on July 29, 1997 at Reception No. 313585;
- (6) Fifth Amendment to the Final Plat recorded on August 15, 1997 at Reception No. 313916;
- (7) Sixth Amendment to the Final Plat recorded on September 17, 1997 at Reception No. 314499;
- (8) Seventh Amendment to the Final Plat recorded on April 21, 1998 at Reception No. 318318;
- (9) Eighth Amendment to the Final Plate recorded on May 17, 1999 at Reception No. 326458; and
- (10) Any and all further Amendments and/or Supplements to Lot P Two Rivers Subdivision's Plat(s).



Memorandum

TO: BOCC
FROM: Linda Luther-Broderick, OSR Coordinator
Date: May 20, 2015
Re: Ratification of Agreement for Services with Telluride Landscaping Company for reclamation and re-vegetation work on the Galloping Goose Connector Trail.

At the April 1, 2015 meeting, the BOCC authorized reclamation and re-vegetation work to proceed quickly on Galloping Goose Connector trail, pending preparation of the Agreement for Services in an amount not to exceed \$6,720.

The work was completed some weeks ago, but getting the required insurance endorsement took longer than usual.

Suggested motion to ratify the Agreement for Services with Larry Scanlon, Telluride Landscaping Company for reclamation and re-vegetation work on the Galloping Goose Connector trail from the underpass to eastern edge of the Keystone Gorge property, not to exceed \$6,720.

AGREEMENT FOR SERVICES

Independent Contractor

PROJECT: Reclamation and Re-vegetation at Galloping Goose Connector Trail Bridges

LOCATION: Between Society Turn Underpass and top of Keystone Hill

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:

See Exhibits A & B

2. San Miguel County agrees to pay \$6,720.00. Total amount is not to exceed \$6,720.00.

Invoices must be approved by Linda Luther-Broderick, OSR Coordinator .

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 1st day of the month will be paid on the tenth day of the month; invoices received in the Finance Office the 2nd through the 10th day of the month will be paid on the 20th day of the month; invoices received on the 11th through the 20th 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.
8. **TERM OF AGREEMENT.** The term of this Agreement is from March 31, 2015 to June 15, 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 3/21/15

By _____

Title _____

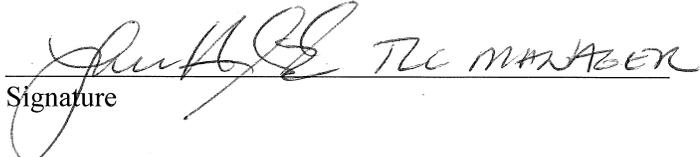
Employer ID #: 84-6000806

Contractor:
Larry Scanlon, Telluride Landscape Company, LLC

Address: POB 3725, Telluride, CO 81435

Phone Number: (970) 728-2088

Date signed 3/21/15


Signature

Additional Forms Required:

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

Telluride Landscape Company, LLC

P.O. Box 3725
Telluride Co. 81435
(970) 728-2088
scanlon@rmi.net

March 16, 2015
San Miguel County
Attn: Linda Luther-Broderick
Open Space & Recreation Coordinator
Via Email: lindal@sanmiguelcounty.org
Re: Galloping Goose Trail

Linda,
Please find the following proposal for the Galloping Goose Trail. I have walked the site with Rich Hamilton and discussed the following. Some areas were still buried under snow so we may have to adjust final square footage measurements for reveg but I think we are pretty close.

Item #1: Trail Connection and Bridge 1 (Upper)

- Grade transition for single-track trail to meet bridge at both sides
 - o North: grade with excavator. Place boulders from on site to retain slope and transition to existing single-track trail
 - o South: hand grading to blend bridge elevation to existing single-track trail constructed last summer
- Re-vegetate disturbed areas with ~~High Elevation~~ ^{custom High Elevation & Native Eco mix} seed mix by Southwest Seed and mulch with certified weed free straw
 - o North: approximately 6,000 square feet
 - o South: approximately 1,000 square feet

Total Estimated Cost: \$2,950.00

Crimped
Straw &
Straw mat

Continued

Item #2: Trail Connection at Bridge 2 (Lower)

- Grade transition for existing single-track trail to meet bridge at both sides
 - o North: grade trail with excavator. Carefully clear limbs between Spruce trees and build new switchback to allow for easier transition to existing trail
 - o South: hand/excavator work to blend trail to bridge
- Re-vegetate disturbed areas with High Elevation seed mix from Southwest Seed and certified weed free straw
 - o North: approximately 6,500 square feet
 - o South: approximately 2,500 square feet

see note
opposite page

see note
opposite page

Total Estimated Cost: \$3,770.0

Total Estimated Cost of Items #1 & #2: \$6,720.00

This work will be scheduled to be completed as soon as possible (March/April) pending weather and on site soil conditions to allow for immediate use of the trail this spring.

Thank you for considering the Telluride Landscape Company.

A deposit in the amount of \$3,360.00 is due upon signing.

Approved and Accepted:

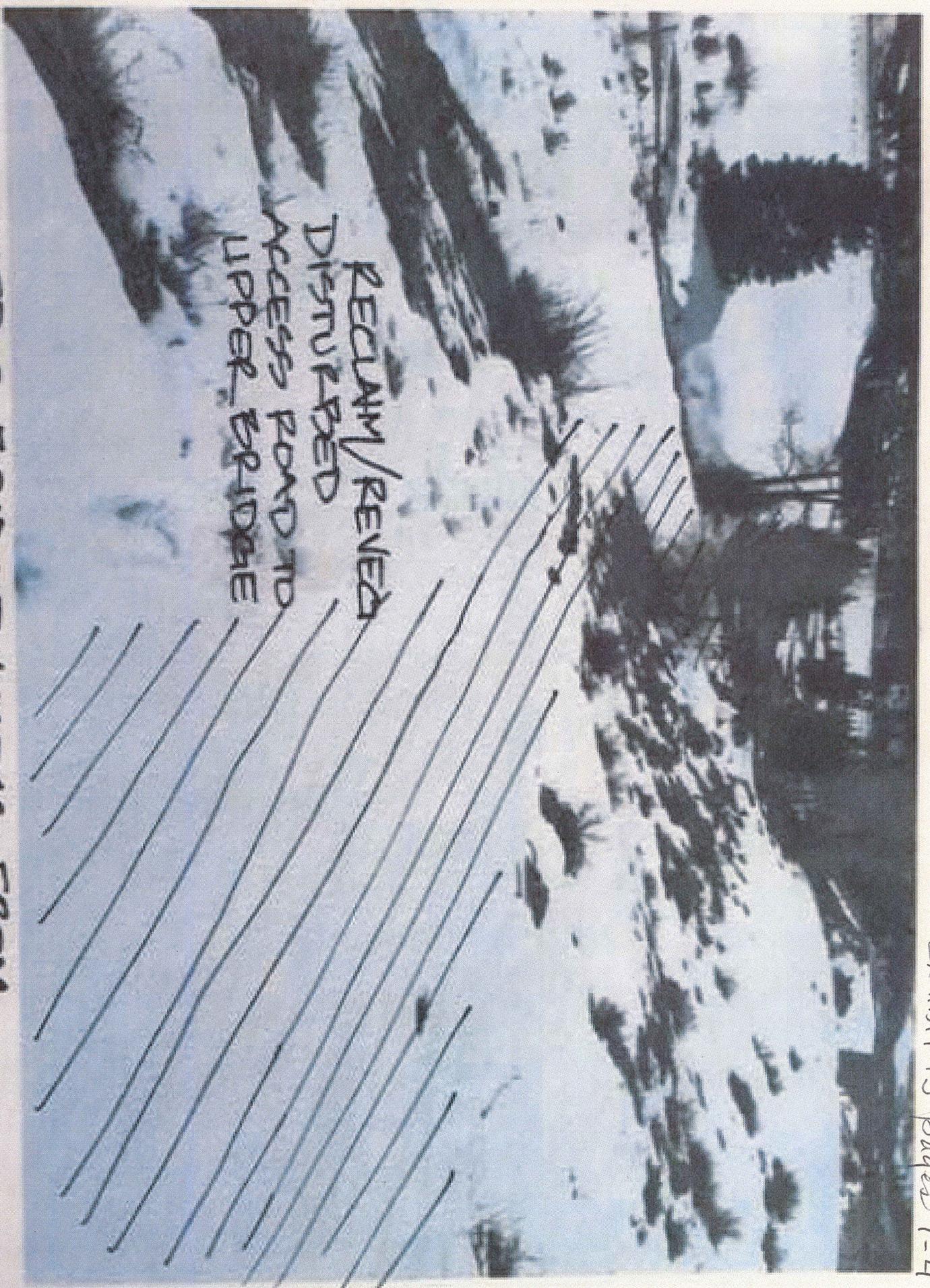
We look forward to working with you again

Please call with any questions.

Sincerely,

Larry Scanlon

TLCSMCGG15

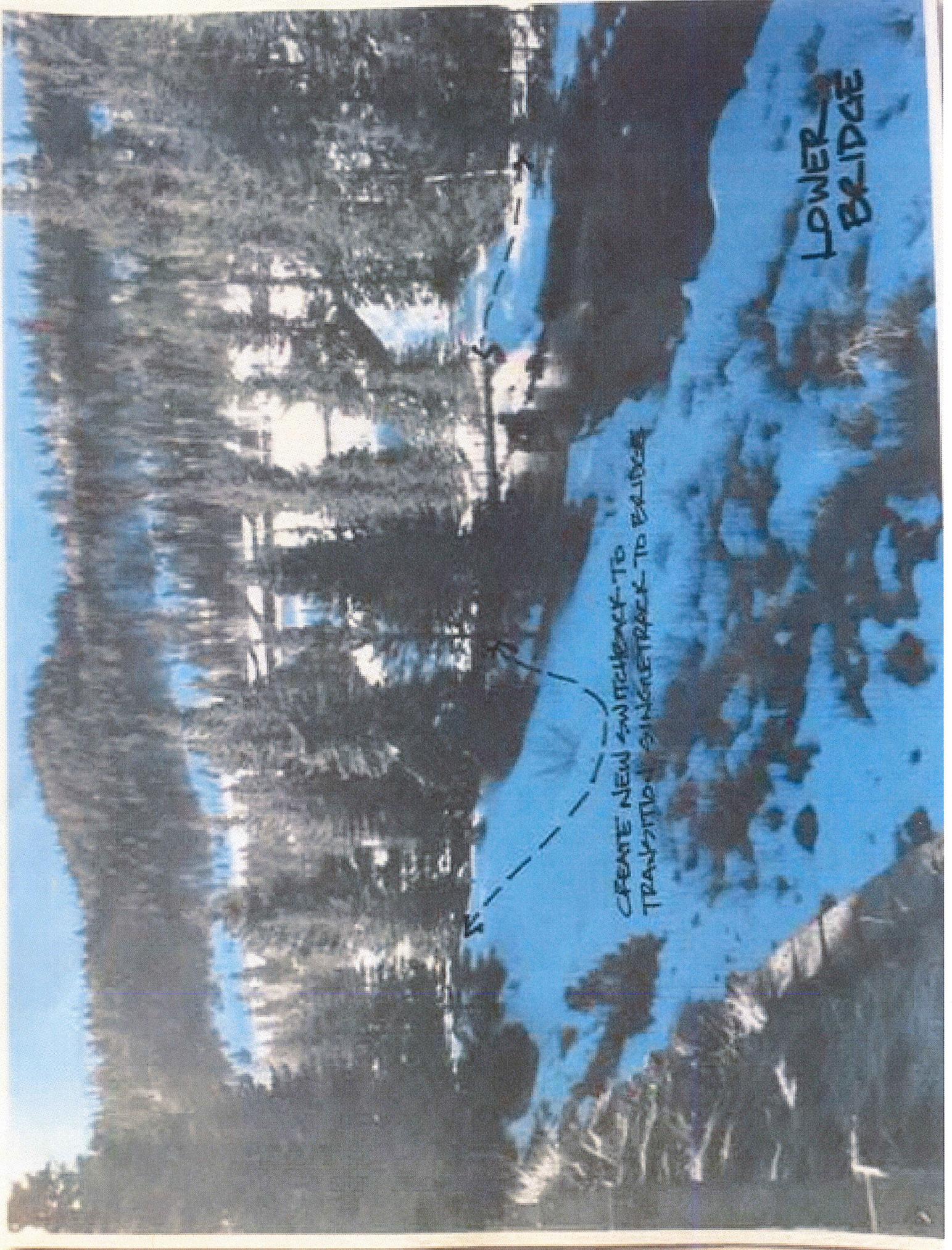


RECLAIM/REVEAL
DISTURBED
ACCESS ROAD TO
UPPER BRIDGE
UPPER BRIDGE ACCESS FROM
WASTE WATER ACCESS ROAD



LOWER BRIDGE ACCESS ROAD
FROM SWIPA DRIVEWAY.

REMAIN DISBURSED
AREAS



LOWER
BRIDGE

CREATE NEW SW TRACK - TO
TRADITIONAL SINGLE TRACK TO BRIDGE

W



GRADE TRAILHEAD
FROM SINGLE TRACK TO BRIDGE

REPAIR DISTURBED
AREA ABOVE

FROM VISITORS
FROM DISTANCE TO
BRIDGE

UPPER BRIDGE

CHANGE OF DECLARATIONS ENDORSEMENT - COMMERCIAL GENERAL LIABILITY

Policy Number	ACP GLAO7553408050		
Named Insured & Address	TELLURIDE LANDSCAPE COMPANY, LLC - SEE NAMED INSURED SCHEDULE PO BOX 3725 TELLURIDE CO 81435		
Policy Period: Covers From:	07/16/14	TO	07/16/15 12:01 A.M. Standard Time
Effective Date of This Endorsement:	04/21/15		12:01 A.M. Standard Time
Agent Address	HOME LOAN & INVESTMENT CO PO BOX 100 GRAND JUNCTION CO 81502		05-21756-001

This policy is changed as follows:

		OTHER	PREMIUMS	PR/CO
***** ENDORSEMENT CHANGES *****				
ITEM CG2010 0413	HAS BEEN ADDED		\$ 35.00	
	A NEW COPY OF THIS FORM HAS BEEN PRINTED			
	ADD TERRITORY OF 502			
	ADD CLASS CODE OF 49950			
	ADD OTHER COMMISSION OF .1100			
FORM CG2010 0413	VARIABLE INFORMATION HAS BEEN ADDED			
	A NEW COPY OF THIS FORM HAS BEEN PRINTED			
FORM CG2010 0413	VARIABLE INFORMATION HAS BEEN ADDED			
	A NEW COPY OF THIS FORM HAS BEEN PRINTED			
FORM CG2010 0413	VARIABLE INFORMATION HAS BEEN ADDED			
	A NEW COPY OF THIS FORM HAS BEEN PRINTED			
***** TOTAL *****			\$ 35.00	
			ADDITIONAL PREMIUM DUE	\$ 35.00

THIS IS NOT A BILL - SEE YOUR BILLING STATEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>SAN MIGUEL COUNTY, BOARD OF COUNTY COMMISSIONERS PO BOX 1170 TELLURIDE, CO 81435</p>
Location(s) Of Covered Operations
<p>GALLOPING GOOSE CONNECTOR TRAIL SOCIETY TURN UNDERPASS NEAR TELLURIDE, CO</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but 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(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. 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

CG 20 10 04 13

- 2. 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:**
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; 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.

All terms and conditions apply unless modified by this endorsement.

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above Telluride Landscape Company, LLC	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) P.O. Box 3725	Requester's name and address (optional)
	City, state, and ZIP code Telluride, CO 81435	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"> </td> </tr> </table>											<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"> </td> </tr> </table>										
Employer identification number																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;">6</td> <td style="width: 20px; height: 20px;">1</td> <td style="width: 20px; height: 20px;">-</td> <td style="width: 20px; height: 20px;">1</td> <td style="width: 20px; height: 20px;">4</td> <td style="width: 20px; height: 20px;">2</td> <td style="width: 20px; height: 20px;">9</td> <td style="width: 20px; height: 20px;">1</td> <td style="width: 20px; height: 20px;">2</td> <td style="width: 20px; height: 20px;">8</td> </tr> </table>	6	1	-	1	4	2	9	1	2	8											
6	1	-	1	4	2	9	1	2	8												

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person: Date: **3/1/15**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



TELLAN-01

KITTYH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/20/2015

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

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

PRODUCER Home Loan & Investment Company 205 North 4th Street Grand Junction, CO 81501	CONTACT NAME: Katie Sweet
	PHONE (A/C, No, Ext): (970) 243-6600
	FAX (A/C, No): (970) 243-3914
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Amco Insurance Company
	INSURER B: Nationwide Mutual Insurance Company
	INSURER C: Pinnacol Assurance
	INSURER D:
	INSURER E:
	INSURER F:

INSURED Telluride Landscape Company, LLC & L. Scanlon Design, Inc. PO Box 3725 Telluride, CO 81435	NAIC # 19100
	23787
	41190

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ACP7543408050	07/16/2014	07/16/2015	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
B	AUTOMOBILE LIABILITY			ACP7543408050	07/16/2014	07/16/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
							\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4071884	08/01/2014	08/01/2015	PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	Y / N				E.L. EACH ACCIDENT	\$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
San Miguel County is additional insured with regard to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

San Miguel County Board of County Commissioners Open Space & Recreation Coordinator PO Box 1170 Telluride, CO 81435	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**COLORADO DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
COUNTY VETERANS SERVICE OFFICERS - MONTHLY REPORT AND CERTIFICATION OF PAY**

COUNTY of SAN MIGUEL Month of APRIL 2015

SECTION I: GENERAL INFORMATION

Telephone Calls	8
Office (Public Contacts)	
Home Visits	
Outreach Visits (i.e. NH...)	
Community Events/Forums	

Correspondence Received	
Correspondence Written	
Information and Referral/Inquiries	1
Other (i.e. VCAA Notice Response)	
State Benefit(s)	

Request for Medals	
Operation Recognition	

Request for Military Records & Corrections	
SF-180	
DD 149	
DD 293	
NA 13075	
Other ()	

Request for Medical Treatment Records	
21-4142	

SECTION II: NEW CLAIMS INITIATED

[Provide number of new claims initiated for current reporting month]

Appointed Representative:	
21-22	CVA
21-22	Other

Death Pension / Widows Pension	
21-534	
w/ Accrued Benefits	

Claims for SC Entitlement:	
21-526	(SC - New/)
21-4138	(SC - Informal Claim)
21-4138	(SC - New Issue)
21-4138	(SC - Reopen)
21-4138	(SC - Increase)
21-4138	(SC - Secondary/Aggravation)
21-4138	(SC - Reinstatement)
21-4138	(SC w/ IU)
21-8940	(IU)
21-4192	(IU - Employer)
21-4138	(SMC)
21-686c	

Request for VA Healthcare	
10-10 EZ	
10-10 EZ-R	
10-583	
10-10d	(CHAMPVA - Dependents)
10-7959a	(CHAMPVA)
10-7959C	(CHAMPVA - Insurance Cert)

Vocational Rehabilitation	
28-1900	CH 31
28-1900	(Independent Living Program)

Non Service Connected Pension:	
21-526	
21-527	
686c	
21-526/527 w/ A&A	
21-4138 (Reinstatement)	
EVR (Any)	
21-8416	
5655	

Educational Assistance Programs	
MGIB	CH 30
VEAP	CH 32
VN Era GI	CH 34
22-5490	CH 35
Sel Reservist NG	CH 1607
21-674	

Request for Waivers/Compromise:	
21-4138	
5655 (FSR)	

Miscellaneous Claims	
21-8678	(Clothing Allowance)
21-4502	(Auto Grant / Adaptive Equipment)
26-4555	(Housing Grant)
10-0103	(HISA Grant)
Medicaid Application Assistance	
SSA Application Assistance	
Other (Specify)	
Other (Specify)	
Other (Specify)	

Dependent Indemnity Compensation (DIC)	
21-534	
w/ Accrued Benefits	

SECTION II (Continued):

Burial Allowance	
21-530	
40-1330	
21-2008	

Claims for Insurance	
29 -357	
29-4364	
29-336 (Designation of Beneficiary)	
21-4125 (Claim for Lump Sum Payment)	

VA Home Loan	
26-1880 (Certificate of Eligibility)	
26-1817	

Requests w/ VTF (Grant), # Vets Assisted	
Rental Assistance	
Utilities Assistance	
Prescription Assistance / Other Medical	
Food	
Transportation	
Clothing	
Other	

Homeless Veterans Claims Filed	
SC	
NSC	

Incarcerated Veterans	
21-4193 Release/Reinstatement	
21-4138 (Apportionment)	

Appeals	
NOD	
VA 9	

DRO Election	
Review	
Hearing	

SECTION III: CERTIFICATION BY COUNTY VETERANS SERVICE OFFICER

I hereby certify, the above captioned monthly report is true and accurate. I have been paid the following amount(s) for the month of APRIL, 2015 from SAN MIGUEL County:

Salary	<u>200.00</u>
Expenses	_____
Office Space	_____
Telephone	_____
Office Supplies	_____
Travel	_____
Training Conference	_____
Other	_____
Other	_____
Total	<u>200.00</u>

Jr Botenlager
 (Signature of County Veterans Service Officer)

MAY 1, 2015
 (Date)

SECTION IV: CERTIFICATION BY COUNTY COMMISSIONER OR DESIGNEE

In accordance with CRS 28-5-707, I hereby certify the accuracy of the Report (CVA-26, revised 8/2011):

Jean May County Commissioner or Designee of
SAN MIGUEL County
5.6.15 Date

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

This form is to be submitted by the 15th day of the following month. Mail to:
 Colorado Division of Veterans Affairs
 Attention: Director Bill Conroy
 1355 S. Colorado Blvd., Suite 113, Bldg C
 Denver, CO 80222

SAN MIGUEL REGIONAL HOUSING AUTHORITY

820 Black Bear Road, G-17, P.O. Box 840, Telluride, CO 81435
Ph:970-728-3034, Email:smrha@telluridecolorado.net

TO: SMC BOCC

FROM: Shirley L. Diaz, Executive Director SMRHA

Date: May 11, 2015

RE: DPA/Rehab loans through Delta HA

In 2009 SMRHA signed an Intergovernmental agreement with Delta Housing Authority to allow the funds that were left over from the WCHDO for Down Payment Assistance and Rehabilitation loans from the State to be utilized in our county. These are low interest loans and the grant application for these revolving loan funds requires this Community Development plan to be updated and signed by the Board Chair. The information in the document was taken from the County Master Plan and the 1st goal was revised from prior years based on the language in the Master Plan, Section E.

Thank You,
Shirley

San Miguel County

COMMUNITY DEVELOPMENT PLAN (as required under the "Small Cities" Community Development Block Grant Program)

<p>COMMUNITY DEVELOPMENT & HOUSING NEEDS (Including the needs of low and moderate income persons)</p>	<p>ACTIVITIES TO BE UNDERTAKEN TO ADDRESS IDENTIFIED NEEDS (Indicate the time period during which activities will be undertaken. The minimum time period is one year.)</p>
<ol style="list-style-type: none"> 1. Ensure an adequate mix of housing types and sizes within each sub-community to meet the needs of persons and their families which will be employed or generated as a result of the operation of any future development. Without a stable resident population, the sense of community will soon be lost. 2. Identify the need for affordable housing and any inadequacy which exists in the supply of housing which is affordable and available for the permanent residents of the Regional Area. 	<ol style="list-style-type: none"> 1. San Miguel County will participate in the SFOO Rehab program available through Delta County and the Delta Housing Authority to rehab existing housing stock and keep it available and affordable. 2. Develop a plan to address any affordable housing shortfall. This plan might include an incentive program such as a new zoning category specifically for affordable long-term housing, allowing higher densities than are allowed in existing zone districts.

Signature of Chief Elected Official: _____

Joan May

Title: Chair-San Miguel County Commissioners

Date: _____

* Indicate the time period during which activities will be undertaken. The minimum time period is one year.

MEMORANDUM

TO: BOCC
From: Linda Luther-Broderick, OSR Coordinator
Date: May 20, 2015
RE: Memorandum of Understanding re Burn Canyon Trail System on BLM lands near Norwood, CO

The attached Memorandum of Understanding is between the Bureau of Land Management and interest parties to the Burn Canyon Trail System. The purpose of the MOU is to formalize a cooperative relationship between the listed agencies and organizations for the purpose of cooperating in providing training and educational information and to facilitate the development and maintenance of trails and trail systems. It establishes the ground rules or expectations for cooperation to provide and manage a trail system on BLM land.

The MOU does not obligate anyone to do anything.

Suggested motion to sign the Memorandum of Understanding as a cooperator re Implementation of the Burn Canyon Travel Management Plan as it relates to the Burn Canyon Trail System.

MEMORANDUM OF UNDERSTANDING
Between
West End Bike Alliance
And
Norwood Park and Recreation District
And
Norwood Chamber of Commerce
And
Town of Norwood
And
San Miguel County, Colorado
And
USDI Bureau of Land Management, Uncompahgre Field Office
For the
Implementation of the Burn Canyon Travel Management Plan

This **MEMORANDUM OF UNDERSTANDING** (MOU) is hereby entered into by and between the West End Bike Alliance, hereinafter referred to as WEBA, the Norwood Park and Recreation District, hereinafter referred to as NPRD, the Norwood Chamber of Commerce, hereinafter referred to as the Chamber, the Town of Norwood, San Miguel County, and the USDI Bureau of Land Management, Uncompahgre Field Office hereinafter referred to as BLM. Collectively all signatories of this MOU will be known as the cooperators.

I. PURPOSE:

The purpose of this MOU is to formalize a cooperative relationship between the aforementioned agencies and organizations for the purpose of cooperating in providing training and educational information and to facilitate the development and maintenance of trails and trail systems.

II. AUTHORITY

Section 307 of the Federal Land Policy and Management Act of 1976 provides the BLM with authority to enter into MOUs involving the management, protection and development of the public lands.

III. OBJECTIVE:

The objective of this MOU is to manage for quality trails and trail systems and to develop educational materials, training programs and resources. On-the-ground projects could include identification, construction, reconstruction, maintenance, restoration, operation and

improvement of trails and trail systems for multiple use trails, in compliance with the BLM Resource Management Plans, other planning and public land laws, following the BLM process.

Educational materials could include such topics as land ethics, rider etiquette and safety, in various media including brochures, handouts and electronic format. Training programs for BLM staff, San Miguel County staff, representatives from the Chamber, Town of Norwood, NPRD members, WEBA members, volunteers and the general public could be cooperatively conducted through schools, workshops, courses, presentations, instruction and other written, oral or electronic media.

IV. STATEMENT OF MUTUAL GOALS AND PRIMARY ACTIONS:

WEBA, NPRD, the Chamber, Town of Norwood, San Miguel County and the BLM have determined that an agreement is necessary to describe future management and associated roles of each entity for the Burn Canyon area and its access points. WEBA, NPRD, the Chamber, Town of Norwood, San Miguel County and the BLM acknowledge the importance of providing public recreation opportunities and use of the area therefore, through this Agreement, WEBA, NPRD, the Chamber, Town of Norwood, San Miguel County, and the BLM seek to:

- Expand the ability to manage and maintain quality public trail systems and recreational opportunities
- Direct use to designated trails and discourage creation of social trails
- Enhance shared use recreational trails and trail systems
- Provide consistent public education and information
- Enhance educational and training opportunities

The primary actions for accomplishing these goals will be through:

1. Identify and facilitate opportunities to improve or develop trails and trail systems on BLM public lands, such as:
 - a. Organizing volunteer projects, scheduling site visits as needed, etc.
 - b. Help facilitate and support the on-the-ground implementation and training for trail building as needed and agreed to annually.
 - c. Participate in on-the-ground examination and evaluation of trail issues with representatives of WEBA, NPRD, the Chamber, the Town of Norwood, San Miguel County, and volunteers to identify opportunities for cooperative efforts on local BLM trails or sites as agreed to annually.
2. Address current and planned transportation, travel management, and other infrastructure needs, field operations, and identify opportunities for further collaboration to achieve desired results.
3. Identify and coordinate volunteer work projects such as National Public Lands Day and other efforts to maintain designated trail systems and assist with development of new trail opportunities in accordance with the BLM's management plans.
4. Address current and planned marketing efforts in relation to approved management plans,

field operations, and identify opportunities for further collaboration to achieve desired results.

5. Identify the need for, develop, review, and distribute educational and informational materials.
6. Educate the general public and organized groups about partnerships and encourage them to collaborate with cooperators to identify opportunities for cooperation on mutually beneficial projects or activities.
7. Provide ongoing education and encouragement for recreational enthusiasts to be involved in the planning processes at the BLM.
8. Continue building on the good working relationships already established.

V. THE BLM AGREES TO:

- a. Provide on the ground presence for requested volunteer and contracted activities
- b. Coordinate with cooperators on potential funding opportunities annually or as they arise
- c. Help facilitate and support the on-the-ground training for trail building as needed and agreed to annually
- d. Participate in on-the-ground examination and evaluation of trail issues with representatives of San Miguel County, WEBA, NPRD, the Chamber and the Town of Norwood to identify opportunities for cooperative efforts on local BLM trails or sites as agreed to annually
- e. Support and facilitate the implementation of volunteer work projects such as the National Public Lands Day, cleanup days and other projects for BLM public land areas
- f. Help identify the need for, review, and support the development of educational materials
- g. Identify, facilitate and support opportunities to improve or develop trails and trail systems on BLM public lands as plans, budget, laws and management allow, using challenge cost share and other authorities
- h. Collaborate with San Miguel County, WEBA, NPRD, the Chamber, the Town of Norwood, local representatives, and affiliate organizations to identify opportunities for cooperation on mutually beneficial projects or activities
- i. Encourage users to work closely with BLM staff during planning processes and make reasonable attempts to publicize active planning projects for public scoping

VI. SAN MIGUEL COUNTY AGREES TO:

- a. Assist in seeking volunteers for trail building and other cooperative events
- b. Assure there is BLM presence on the ground during all volunteer and contracted activities
- c. Utilize pre-approved BLM contractors for any work conducted on BLM lands
- d. Coordinate with cooperators on potential funding opportunities annually or as they

- arise
- e. Notify BLM to ideas and concerns regarding the trail system and arrange trail visits as needed
- f. Identify and facilitate opportunities to improve or develop trails and trail systems on BLM public lands
- g. Work with BLM to identify the need for, develop and distributing educational materials
- h. Educate the general public, and organized groups about BLM partnerships and encourage them to collaborate with BLM staff to identify opportunities for cooperation on mutually beneficial projects or activities
- i. Provide ongoing education and encouragement for users to be involved in the planning processes at the BLM's Uncompahgre Field Office

VII. WEBA, NRPD'S, the CHAMBER and TOWN OF NORWOOD AGREE TO:

- a. Assist in seeking volunteers for trail building and other cooperative events
- b. Assure there is BLM presence on the ground during all volunteer and contracted activities
- c. Utilize pre-approved BLM contractors for any work conducted on BLM lands
- d. Coordinate with cooperators on potential funding opportunities annually or as they arise
- e. Organize on-the-ground training for trail building as needed and agreed to annually
- f. Notify BLM to ideas and concerns regarding the trail system and arrange trail visits as needed
- g. Identify and facilitate opportunities to improve or develop trails and trail systems on BLM public lands
- h. Assist the BLM in implementing volunteer work projects such as National Public Lands Day, cleanup days and other efforts to maintain existing trails and develop new trail opportunities in accordance with the BLM's management plans
- i. Work with BLM to identify the need for, develop and distributing educational materials
- j. Educate the general public, and organized groups about BLM partnerships and encourage them to collaborate with BLM staff to identify opportunities for cooperation on mutually beneficial projects or activities
- k. Provide ongoing education and encouragement for users to be involved in the planning processes at the BLM's Uncompahgre Field Office

VIII. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES:

1. The Cooperators will develop an operating plan as part of this MOU that will be reviewed and updated annually.

2. The Cooperators will seek grants/funding to assist with the all aspects of managing and maintaining quality public trail systems and recreational opportunities.
3. This MOU shall be subject to the laws of the United States and the State of Colorado, and to the rules and regulations promulgated thereunder, whether now in force or hereafter enacted or promulgated; and nothing herein shall be construed as in any way affecting or waiving the jurisdiction, responsibility, or existing rights of any signatory party to this MOU.
4. Designated Points Of Contact

	<u>BLM Project Contact</u>	<u>Norwood Park and Rec. District Project Contact</u>	<u>Town of Norwood Project Contact</u>	<u>San Miguel County Project Contact</u>
	Julie Jackson	Kelvin Verity	Chad Reed	Linda Luther-Bodrick
	2465 S. Townsend Ave	P.O. Box 645	P.O. Box 528	P.O. Box 1170
	Montrose, CO 81401	Norwood, CO 81423	Norwood, CO 81423	Telluride, CO 81435
Phone:	970-240-5310	970-729-7147	970-708-7173	970-369-5469
FAX:	970-240-5368			970-728-3718
E-Mail:	jmjackson@blm.gov	kelvin@veritassolar.com	reed@norwood.com	lindal@sanmiguelcounty.org

<u>Norwood Chamber of Commerce Project Contact</u>	<u>West End Bike Alliance Project Contact</u>
Rebecca Rogers	Paul Koski
P.O. Box 116	P.O. Box 281
Norwood, CO 81423	Nucla, CO 81424
970-327-0222	970-428-2276
rmrogers2013@hotmail.com	pdkoski@gmail.com

5. This MOU shall be subject to the laws of the United States and the State of Colorado, and to the rules and regulations promulgated thereunder, whether now in force or hereafter enacted or promulgated; and nothing herein shall be construed as in any way affecting or waiving the jurisdiction, responsibility, or existing rights of any signatory party to this MOU.
6. **FREEDOM OF INFORMATION ACT (FOIA).** Any information furnished to the BLM under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
7. **PARTICIPATION IN SIMILAR ACTIVITIES.** This instrument in no way restricts all the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
8. **NON-FUND OBLIGATING DOCUMENT.** Nothing in this MOU shall obligate the Cooperators to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Cooperators will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by

appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

9. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the Cooperators and shall remain in effect for five years from the date of execution. This MOU may be extended or amended upon written request of any of the Cooperators and subsequent written concurrence of the others. Any of the Cooperators may terminate this MOU with a 30 day written notice to the others.
10. RESPONSIBILITIES OF PARTIES. The Cooperators will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner pursuant to this MOU.
11. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.
12. WEBA, NPRD, the Chamber, and San Miguel County will obtain prior approval of publications such as maps, programs, websites, brochures intended for the public that refer, mention and/or relate to this agreement.

IX. SIGNATORIES

In witness whereof, the parties sign and cause this MOU to be executed.

USDI Bureau of Land Management – Uncompahgre Field Office

Barbara Sharrow
Field Manager

Date

San Miguel County

Joan May
Chair, Board of County Commissioners

Date

Norwood Park and Recreation District

Jim Wells
Director

Date

Town of Norwood

Chad Reed
Mayor

Date

Norwood Chamber of Commerce

Rebecca Rogers
President

Date

West End Bike Alliance

Paul Koski
Member

Date



San Miguel County
Road & Bridge Department
PO Box 426
Norwood CO 81423
PH: 970.327.4835 Fax: 970.327.4090
Email: mikeh@sanmiguelcountyco.gov

MEMORANDUM

TO Board of County Commissioners
FROM Mike Horner, Road Superintendent ~~PH~~
DATE Wednesday, May 13, 2015
RE: Grant Agreement between the Department of Local Affairs (DOLA) and San Miguel County

Attached to this memo is the grant agreement we recently received from DOLA for the Norwood Road & Bridge Maintenance Shop construction. The agreement specifies the 50% match in the amount of \$491,210 and outlines the periodic reporting requirements. Road & Bridge matching funds in the amount of \$700,000 are available in the 2015 Road & Bridge Fund Balance. The end date of the grant is September 30, 2016, however, it is our goal to have the building complete by the end of 2015.

The Road Department is recommending that the Board of County Commissioners approve and sign the Grant Agreement with DOLA.

A copy of the grant agreement has been provided to Steve Zwick for his review.

SUGGESTED MOTION:

To authorize the Chair of the Board of County Commissioners to sign the Grant Agreement between San Miguel County and the State of Colorado, Department of Local Affairs in the amount of \$491,210 as 50% match of the total project cost of the Norwood Road & Bridge Maintenance Shop.



COLORADO
Department of Local Affairs
Division of Local Government

May 11, 2015

Joan May, Chair, Board of County Commissioners
San Miguel County
PO Box 1170
Telluride, Colorado 81435

RE: EIAF #7741 - San Miguel County Norwood R&B Maintenance Shop

Dear Commissioner May:

Attached is the grant contract packet for the above-referenced Energy Impact Assistance Fund project. If the contract is satisfactory as written, please print and execute **three (3) originals** of the contract, signed and dated by an authorized signator (**original signatures only; no photocopies, stamped or e-signatures**). Please note that an authorized signator is a County Chief Elected Official, City/Town Mayor, or District Board President. If any other individual should sign this contract, you must provide a letter from the Chief Elected Official documenting the specific individual's delegated authority to sign.

The following five (5) documents comprise the complete contract packet. Please note which documents are required to be returned to the State for final execution.

1. Grant Agreement (return 3, each must have original signature by Authorized Official - no photocopies)
2. Exhibit A - Applicable Laws (return 1)
3. Exhibit B - Scope of Project (return 1)
4. Exhibit E - Project Performance Plan (return 1)
5. Exhibit G - Form of Option Letter (return 1)

Please send these documents along with the return routing memo (see below) to:

Department of Local Affairs
ATTENTION: Diane Von Dollen
1313 Sherman Street, Room 521
Denver, CO 80203

If you have any questions, please call Ken Charles (970) 247-7311 or me at (303) 864-7731.

Sincerely,

Beth Lipscomb
Contracts Specialist
Department of Local Affairs

Enclosures



RETURN ROUTING MEMORANDUM

TO: Diane Von Dollen
THROUGH: Lynn Black, County Administrator, San Miguel County
FROM: Beth Lipscomb
DATE: May 11, 2015
RE: Contract Approvals

FOR FINAL APPROVAL ROUTING (3 COPIES ENCLOSED):

RE: EIAF #7741 - San Miguel County Norwood R&B Maintenance Shop

Contractor's Federal I.D.# on file with Accounting

Form sent to Contractor to complete

Ken Charles, DOLA Regional Manager



GRANT AGREEMENT

Between

**STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS**

And

SAN MIGUEL COUNTY

Summary

Award Amount: \$491,210.00

Identification #s:

Encumbrance #: F15S7741 (*DOLA's primary identification #*)
Contract Management System #: 79766 (*State of Colorado's tracking #*)

Project Information:

Project/Award Number: 7741
Project Name: San Miguel County Norwood R&B Maintenance Shop
Performance Period: Start Date: _____ End Date: 09/30/16
Brief Description of Project / Assistance: The Project consists of construction of a new 7,200 SF Road & Bridge, five-bay Maintenance Shop for San Miguel County.

Program & Funding Information:

Program Name: Energy & Mineral Impact Assistance Fund
Funding source: State Funds
Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds): N/A
Funding Account Codes: _____

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EXHIBIT A – APPLICABLE LAWS

EXHIBIT B – SCOPE OF PROJECT

EXHIBIT C – RESERVED.

EXHIBIT D – RESERVED.

EXHIBIT E – PROJECT PERFORMANCE PLAN

EXHIBIT F – RESERVED.

EXHIBIT G – FORM OF OPTION LETTER

FORM 1 – RESERVED.

1. PARTIES

This Agreement (hereinafter called “Grant”) is entered into by and between **SAN MIGUEL COUNTY** (hereinafter called “Grantee”), and the STATE OF COLORADO acting by and through the Department of Local Affairs for the benefit of the Division of Local Government (hereinafter called the “State” or “DOLA”).

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to (*see checked option(s) below*):

- A. The Effective Date.
- B. The Effective Date; provided, however, that all Project costs, if specifically authorized by the federal funding authority, incurred on or after March 1, 20XX, may be submitted for reimbursement as if incurred after the Effective Date.
- C. insert date for authorized Pre-agreement Costs (as such term is defined in §4) , if specifically authorized by the funding authority . Such costs may be submitted for reimbursement as if incurred after the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 39-29-110 (Local Government Severance Tax Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

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

C. Purpose

The purpose of this Grant is described in **Exhibit B**.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

“Budget” means the budget for the Project and/or Work described in **Exhibit B**.

B. Closeout Certification

“Closeout Certification” means the Grantee’s certification of completion of Work submitted on a form provided by the State.

C. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in **§6** and **Exhibit B**.

D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein:

- i. Exhibit A (Applicable Laws)
- ii. Exhibit B (Scope of Project)
- iii. Exhibit E (Project Performance Plan)
- iv. Exhibit G (Form of Option Letter)

E. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

F. Grant

“Grant” means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference pursuant to the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

G. Grant Funds

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

H. Party or Parties

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

I. Pay Request(s)

“Pay Request(s)” means the Grantee’s reimbursement request(s) submitted on form(s) provided by the State.

J. Pre-agreement costs

“Pre-agreement costs,” when applicable, means the costs incurred on or after the date as specified in **§2** above, and prior to the Effective Date of this Grant. Such costs shall have been detailed in Grantee’s grant application and specifically authorized by the State and incorporated herein pursuant to **Exhibit B**.

K. Project

“Project” means the overall project described in **Exhibit B**, which includes the Work.

L. Project Closeout

“Project Closeout” means the submission by the Grantee to the State of an actual final Pay Request, a final Status Report and a Closeout Certification.

M. Program

“Program” means the grant program specified on the first page of this Grant that provides the funding for this Grant.

N. Review

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6** and **Exhibit B**.

O. Services

“Services” means the required services to be performed by Grantee pursuant to this Grant.

P. Status Report(s)

“Status Report(s)” means the Grantee’s status report(s) on the Work/Project submitted on form(s) provided by the State.

Q. Subcontractor

“Subcontractor” means third-parties, if any, engaged by Grantee to carry out specific vendor related services.

R. Subgrantee

“Subgrantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations. Subgrantee is bound by the same overall programmatic and grant requirements as Grantee.

S. Subject Property

“Subject Property” means the real property, if any, for which Grant Funds are used to acquire, construct, or rehabilitate.

T. Substantial Progress in the Work

“Substantial Progress in the Work” means Grantee meets all deliverables and performance measures within the time frames specified in **Exhibit E**.

U. Work

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit B**, including the performance of the Services and delivery of the Goods.

V. Work Product

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM

A. Initial Term-Work Commencement

Unless otherwise permitted in **§2** above, the Parties’ respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **September 30, 2016** unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion upon written notice to Grantee as provided in **§16**, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

6. STATEMENT OF WORK

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit B**. Except as specified in §2 above, the State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee's or Subgrantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **\$491,210.00 (FOUR HUNDRED NINETY ONE THOUSAND TWO HUNDRED TEN and XX/100 DOLLARS)**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

B. Payment

i. Advance, Interim and Final Payments

Any payment allowed under this Grant or in **Exhibit B** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

ii. Interest

The State shall not pay interest on Grantee invoices. The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not fully appropriated, or otherwise become unavailable for this Grant, the State may immediately terminate this Grant in whole or in part to the extent of funding reduction without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit B**.

i. Budget Line Item Adjustments.

Modifications to uses of such Grant Funds shall be made in accordance with **§4.4 of Exhibit B**. For line item adjustments over 10% but less than 24.99% (a “**Minor Line Item Adjustment**”) which are approved, the State shall provide written notice to Grantee in a form substantially equivalent to **Exhibit G** (each an “**Option Letter**”). If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

ii. Overall Budget Adjustments.

Modifications to the overall Budget shall be made in accordance with **§4.5 of Exhibit B**. For overall Budget adjustments less than 24.99% (a “**Minor Budget Adjustment**”) which are approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

iii. Setting Final Initial Budget.

All requests by the Grantee to align the initial overall Budget with current market conditions shall be made in accordance with **§4.5.1.1 of Exhibit B**. If such True-up Budget Proposal (as such term is defined in **§4.5.1.1 of Exhibit B**) is approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

D. Matching/Leveraged Funds

Grantee shall provide matching and/or leveraged funds in accordance with **Exhibit B**.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this **§8** shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with **§19**, if applicable.

A. Performance, Progress, Personnel, and Funds

State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee’s performance and the final status of Grantee’s obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in **Exhibit B**.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee’s ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State’s principal representative as identified herein. If the State’s principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of DOLA.

C. Performance Outside the State of Colorado and/or the United States

[Not applicable if Grant Funds include any federal funds] Following the Effective Date, Grantee shall provide written notice to the State, in accordance with **§16 (Notices and Representatives)**, within 20 days of the earlier to occur of Grantee’s decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this **§8.C** shall be posted on the Colorado Department of Personnel & Administration’s website. Knowing failure by Grantee to provide notice to the State under this **§8.C** shall constitute a material breach of this Grant.

D. Noncompliance

Grantee’s failure to provide reports and notify the State in a timely manner in accordance with this **§8** may result in the delay of payment of funds and/or termination as provided under this Grant.

E. Subgrants/Subcontracts

Copies of any and all subgrants and subcontracts entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants and subcontracts entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the “Record Retention Period”) until the last to occur of the following:

- (i) a period of five years after the date this Grant is completed or terminated, or final payment is made hereunder, whichever is later, or
- (ii) for such further period as may be necessary to resolve any pending matters, or
- (iii) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved.

B. Inspection

Grantee shall permit the State, the federal government (if Grant Funds include federal funds) and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of five years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State, the federal government (if Grant Funds include federal funds), and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

Grantee shall provide a copy of its audit report(s) to DOLA as specified in **Exhibit B**.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee’s obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State’s interests. Absent the State’s prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee’s obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Failure to promptly submit a disclosure statement or to follow the State’s direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee’s Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee’s authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each subgrant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subgrantees that are not "public entities".

B. Grantees, Subgrantees and Subcontractors

Grantee shall require each subgrant with Subgrantees and each contract with Subcontractors, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Workers' Compensation

Workers' Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee, Subgrantee and Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Malpractice/Professional Liability Insurance

This section shall | shall not apply to this Grant.

Grantee, Subgrantees and Subcontractors shall maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, written on an occurrence form, that provides coverage for its work undertaken pursuant to this Grant. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Grant and for at least two years beyond the completion and acceptance of the work under this Grant, or, alternatively, a two year extended reporting period must be purchased. The Grantee, Subgrantee or Subcontractor shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from such party's performance of professional services under this Grant, a subcontract or subgrant.

v. Umbrella Liability Insurance

For construction projects exceeding \$10,000,000, Grantee, Subgrantees and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §13B(i)-(iv) above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee, Subgrantee and

Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

vi. Property Insurance

This subsection shall apply if Grant Funds are provided for the acquisition, construction, or rehabilitation of real property.

Insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called “all risk” form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Property, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantor will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property.

vii. Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in §vi above or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

viii. Builder’s Risk Insurance

The subsection shall apply if Grant Funds are provided for construction or rehabilitation of real property.

Grantee, Subgrantee and/or Subcontractor shall purchase and maintain property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

- a) The insurance shall include interests of the property owner, Grantee, Subgrantee, Subcontractors in the Project as named insureds.
- b) All associated deductibles shall be the responsibility of the Grantee, Subcontractor and Subgrantee. Such policy may have a deductible clause but not to exceed \$10,000.
- c) Property insurance shall be on an “all risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee’s, Subgrantee’s and Subcontractor’s services and expenses required as a result of such insured loss.
- d) Builders Risk coverage shall include partial use by Grantee and/or property owner.
- e) The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subgrantee and Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

ix. Pollution Liability Insurance

If Grantee and/or its Subgrantee or Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Grantee's Subcontractor and/or Subgrantee.

C. Miscellaneous Insurance Provisions

Certificates of Insurance and/or insurance policies required under this Grant shall be subject to the following stipulations and additional requirements:

- i. Deductible.** Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Grantee, its Subgrantees or Subcontractors,
- ii. In Force.** If any of the said policies shall fail at any time to meet the requirements of the Grant as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Grant, the Grantee, its Subgrantee and its Subcontractor shall promptly obtain a new policy.
- iii. Insurer.** All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to Grantee,
- iv. Additional Insured**
Grantee and the State shall be named as additional insureds on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).
- v. Primacy of Coverage**
Coverage required of Grantee, Subgrantees and Subcontractors shall be primary over any insurance or self-insurance program carried by Grantee or the State.
- vi. Cancellation**
The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.
- vii. Subrogation Waiver**
All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees and Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

D. Certificates

Grantee, Subgrantee and Subcontractor shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant or of their respective subcontract or subgrant. No later than 15 days prior to the expiration date of any such coverage, Grantee, Subgrantee and Subcontractor shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant, subgrant or subcontract, Grantee, Subgrantee and Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant or if the State terminates this Grant pursuant to §15(B), the State shall have the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B), if applicable. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant’s terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee’s right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee’s action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State’s damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State’s obligations hereunder. This

subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made.

Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Termination for No Substantial Progress in the Work

The State may elect to terminate this Grant upon receipt and review of any Quarterly Progress Report, submitted per the time periods defined in **Exhibit E** – Project Performance Plan, if such Quarterly Progress Report fails to evidence Substantial Progress in the Work as directed, defined and expected under **Exhibit B**. Further, the State may elect to terminate this Grant if the Grantee fails to complete Project Closeout within **three months** of completion of the Work. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

D. Remedies Not Involving Termination

The State, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or

performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State’s directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Grantee until corrections in Grantee’s performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Grantee’s actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Demand removal of any of Grantee’s employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State’s best interest.

v. Intellectual Property

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State’s option **(a)** obtain for the State or Grantee the right to use such products and services; **(b)** replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, **(c)** if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party’s principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Chantal Unfug, Division Director
Division of Local Government
Colorado Department of Local Affairs
1313 Sherman Street, Room 521
Denver, Colorado 80203
Email: chantal.unfug@state.co.us

B. Grantee:

Joan May, Chair, Board of County Commissioners
San Miguel County
PO Box 1170
Telluride, Colorado 81435
Email: Commish2@sanmiguelcounty.org

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

This section shall | shall not apply to this Grant.

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State’s exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative

works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is greater than \$100,000 either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

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

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Local Affairs, and showing of good cause, may debar Grantee and prohibit Grantee from receiving future grants and bidding on future contracts. Grantee may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. RESTRICTION ON PUBLIC BENEFITS

This section shall | shall not apply to this Grant.

Grantee must confirm that any individual natural person is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the applicant to:

- A. Produce an identification document in accordance with §2.1.1 through §2.1.3 of Colorado Department of Revenue's Rule #1 CCR 201-17, Rule for Evidence of Lawful Presence, as amended.
- B. Execute an affidavit herein attached as **Form 1**, Residency Declaration, stating
 - i. That he or she is a United States citizen or legal permanent resident; or
 - ii. That he or she is otherwise lawfully present in the United States pursuant to federal law.

[The following applies if Grant is funded with federal funds].

Notwithstanding the foregoing, to the extent that there is any conflict with the provisions above or those set forth in the Residency Declaration attached hereto as **Form 1** and any provision of federal law, the provisions of federal law shall prevail.

21. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or subcontracts approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting and subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §21(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General

Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. List of Selected Applicable Laws

At all times during the performance of this Grant, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth on **Exhibit A**, Applicable Laws. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

I. Use Covenants

This section shall | shall not apply to this Grant:

For Subject Property that is owned by Grantee upon execution of this Grant, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after execution of this Grant. For Subject Property acquired by Grantee using Grant Funds, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after acquisition of such property.

J. Modification

i. By the Parties

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF CONTRACTS -

TOOLS AND FORMS. Changes to the Grant shall be authorized to be approved by the following State or DOLA parties:

a) Approval by Division Director

The Division Director of DOLA or his delegee shall have authority to approve changes to the Responsible Administrator and Key Personnel specified in §5 of **Exhibit B** and the Principal Representative in §16.

b) Approval by DOLA Controller

The DOLA Controller shall have authority to approve all changes to the Grant which are not reserved to the Division Director above.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

K. Order of Precedence

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Exhibit A (Applicable Laws)
- ii. Colorado Special Provisions
- iii. The provisions of the main body of this Grant (excluding the cover page)
- iv. Any executed Option Letters
- v. Exhibit B (Scope of Project)
- vi. Exhibit E (Project Performance Plan)
- vii. The cover page of this Grant

L. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

M. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

N. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

O. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

P. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

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22. COLORADO SPECIAL PROVISIONS

A. The Special Provisions apply to all Grants except where noted in *italics*.

i. **CONTROLLER'S APPROVAL. CRS §24-30-202 (1).**

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

ii. **FUND AVAILABILITY. CRS §24-30-202(5.5).**

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.

iii. **GOVERNMENTAL IMMUNITY.**

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

iv. **INDEPENDENT CONTRACTOR**

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

v. **COMPLIANCE WITH LAW.**

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

vi. **CHOICE OF LAW.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

vii. **BINDING ARBITRATION PROHIBITED.**

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

viii. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without

limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

ix. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

x. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[Not applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

xi. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the Subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

xii. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the Effective Date of this Grant.

(Special Provisions - effective 1/1/09)

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

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

<p style="text-align: center;">GRANTEE SAN MIGUEL COUNTY</p> <p>By: _____ Name of Authorized Individual (print)</p> <p>Title: _____ Official Title of Authorized Individual</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, GOVERNOR DEPARTMENT OF LOCAL AFFAIRS</p> <p>By: _____ Irv Halter, Executive Director</p> <p>Date: _____</p> <hr/> <p style="text-align: center;">PRE-APPROVED FORM CONTRACT REVIEWER</p> <p>By: _____ Bret Hillberry, State Grants Program Manager</p> <p>Date: _____</p>
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ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

**STATE CONTROLLER
Robert Jaros, CPA**

By: _____
Janet Miks, CPA, Controller Delegate

Date: _____

EXHIBIT A – APPLICABLE LAWS

Laws, regulations, and authoritative guidance incorporated into this Grant include, without limitation:

1. Colorado Revised Statutes §29-1-601 et seq., as amended, Colorado Local Governments Audit Law.
2. 5 USC 552a, as amended, Privacy Act of 1974.
3. 8 USC 1101, Immigration and Nationality Act.
4. 29 USC Chapter 8, §§201, 206, et seq., as amended, Labor.
5. 29 USC Chapter 14, §§621-634, et seq., as amended, Age Discrimination in Employment.
6. 40 USC Subtitle II, et seq., as amended, Public Buildings and Works.
7. 40 USC 327–330, Section 103 and 107, Contract Work Hours and Safety Standards Act, as amended.
8. 40 CFR 1500-1508, as amended, Council on Environmental Quality Regulations Implementing NEPA.
9. 41 CFR Chapter 60, as amended, Executive Order 11246.
10. 41 USC 701, et seq., Drug Free Workplace Act of 1988.
11. 42 USC Chapter 21, et seq., as amended, Civil Rights.
12. CRS §24-34-302, et seq., as amended, Civil Rights Division.
13. CRS §24-34-501 – 510, et seq., as amended, Colorado Housing Act of 1970.
14. CRS §24-75-601 et seq., as amended, Legal Investment of Public Funds.

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EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Energy Impact. The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

2. DESCRIPTION OF THE PROJECT(S) AND WORK.

2.1. Project Description. The Project consists of construction of a new 7,200 SF Road & Bridge, five-bay Maintenance Shop for San Miguel County.

2.2. Work Description. San Miguel County (Grantee) will contract for the construction of a new 7,200 SF Road & Bridge, five-bay Maintenance Shop in San Miguel County. The five-bay shop is necessary to accommodate the service and repair of several county pieces of equipment. The new shop will replace the very limited space 1940's shop that has only one and one-half bays for equipment repair and maintenance, requiring equipment maintenance to often be performed outside in all weather conditions. The new shop will be a metal building/metal roof, built on a concrete foundation, with an HVAC system, plumbing, electrical, doors, windows, overhead doors, and insulation. Grantee will own all improvements and, in accordance with §9 below, a contractor will be hired to complete the Work.

2.2.1. During a period of ten (10) years following the date of closeout of the Project by the State, the Grantee may not change the use or planned use of the property. If the Grantee decides to change the use of the property to a use which the State determines does not qualify in meeting the original intent of the Project, the Grantee must reimburse to the State an amount equal to the current fair market value of the property, less any portion of the value attributable to expenditures of non Energy Impact funds for acquisition of and improvements to, the property. At the end of the ten (10) year period following the date of completion and thereafter, no State restrictions on use of the property shall be in effect.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: professional architectural/engineering fees, RFP/bid advertisements, survey work, water/sewer testing fees, electrical inspection and testing fees, CDPHE permit fees, attorney's fees, labor and materials costs, bond and insurance costs, and purchase and erection of pre-engineered buildings.

2.6. Cost Savings. Cost Savings derived while completing the Project shall be:

2.6.1. split on a pro-rata basis between the State and Grantee

2.6.2. returned to the State

3. DEFINITIONS

3.1. "Cost Savings" means the Project Budget amount less the amount expended to complete the Work. Cost Savings are determined at the time the Work is completed and the final payment request is submitted by the Grantee to the State. Cost Savings do not result in payment by the State to Grantee above actual expenditures beyond the required ratio, but deobligates unexpended Grant Funds and reduces Grantee's matching funds requirement. State shall provide written notice to Grantee verifying any Cost Savings.

3.2. "Cumulative Budgetary Line Item Changes" means a cumulative or increasing accumulation of additional expenses within a specific line item as listed in §6.2 Budget within this **Exhibit B**.

3.3. Project Budget Line items.

3.3.1. “Architectural/Engineering Services” means professional architectural/engineering fees, RFP/bid advertisements, survey work, water/sewer testing fees, electrical inspection and testing fees, CDPHE permit fees, and attorney’s fees.

3.3.2. “Building or Facility Construction” means labor and materials costs, bond and insurance costs, bid advertisements, purchase and erection of pre-engineered buildings, and attorney’s fees.

3.4. “Substantial Completion” means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is completion of the construction of a new 7200 SF road and bridge, 5-bay maintenance shop to service San Miguel County equipment.

4.2. Service Area. The performance of the Work described within this Grant shall be located in **San Miguel County, Colorado.**

4.3. Performance Measures. Grantee shall comply with the performance measures detailed in **Exhibit E.**

4.4. Budget Line Item Adjustments. Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.

4.4.1. Grantee shall have authority to adjust individual budget line amounts without approval of the State up to an aggregate of 10% of such line item from which the funds are moved. Such authority shall not allow Grantee to transfer to or between administration budget lines. Grantee’s Responsible Administrator shall send written notification of allowed adjustments to the State within 30 days of such adjustment.

4.4.2. All changes to individual budget line amounts which are in excess of 10% but less than 24.99% of such line item from which the funds are moved (each a “**Minor Line Item Adjustment**”) shall require prior written approval of the DOLA Controller. Grantee’s Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(i)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change.

4.4.3. All changes to individual budget line amounts which are in excess of 24.99% of such line item from which the funds are moved shall require a prior written amendment executed by the Grantee and DOLA pursuant to **§21(J)** of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

4.4.4. Signature Authority. All Grantee notices and requests submitted to DOLA pursuant to this **§4.4** (each a “**Line Item Proposal**”), must be signed and dated by a person authorized to bind the Grantee to such Line Item Proposal.

4.5. Overall Budget Adjustments.

4.5.1. All changes to the overall Budget which are less than 24.99% (each a “**Minor Budget Adjustment**”) shall require prior written approval of the DOLA Controller. Grantee’s Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(ii)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. Minor Budget Adjustments shall not increase the Grant Funds.

4.5.1.1. Exception for Setting Final Initial Budget. Within 30 days of bid opening for its selection of its prime Subcontractor, Grantee shall submit a written request for changes to the overall Budget to revise the initial overall Budget estimate to align it with current market conditions (a “**True-up Budget Proposal**”). Grantee’s Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to §7(C)(iii) of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. True-up Budget Proposals shall not increase the Grant Funds. The overall Budget adjustment permitted by this §4.5.1.1 is only permitted once under this Grant.

4.5.2. All changes to the overall Budget which are in excess of 24.99% shall require a prior written amendment executed by the Grantee and DOLA pursuant to §21(J) of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

4.5.3. Signature Authority. All Grantee notices and requests submitted to DOLA pursuant to this §4.5 (each a “**Budget Proposal**”), must be signed and dated by a person authorized to bind the Grantee to such Budget Proposal.

4.6. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) in the request and specify status of the Work in the Status Report. The report will contain an update of expenditure of funds by line item as per §6.2 of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended. This report is due within 30 days of the end of the quarter or more frequently at the discretion of the Grantee. See **Exhibit E** for specific submittal dates.

4.7. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Replacement. Grantee shall immediately notify the State if any key personnel specified in §5 of this **Exhibit B** cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify the State and seek its approval, which shall be at the State 's sole discretion, as the State executed this Grant in part reliance on Grantee’s representations regarding key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct Grantee to suspend Work until such time as replacements are approved. All notices sent under this subsection shall be sent in accordance with §16 of the Grant.

5.2. Responsible Administrator. Grantee’s performance hereunder shall be under the direct supervision of **Lynn Black, County Administrator** (lynnb@sanmiguelcounty.org), an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project. Such administrator

shall be updated through the approval process in §5.1. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.3. Other Key Personnel: Mike Horner, County Road Superintendent (mikeh@sanmiguelcounty.org). Such key personnel shall be updated through the approval process in §5.1.

6. FUNDING

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of §6.2, Budget, below.

6.1. Matching Funds. Grantee shall provide the required (*see checked item*) Matching Funds, as listed in the “Matching Funds” column of §6.2 below during the term of this Project. Funds used as match on previous grant(s) cannot be used as Matching Funds for this Grant.

6.2. Budget

Budget Line Item(s)	Total Cost	Grant Funds	Matching Funds	Matching Funds Source
Architectural/Engineering Services	\$67,852	\$33,926	\$33,926	Grantee
Building or Facility Construction	\$914,569	\$457,284	\$457,285	Grantee
Total	\$982,421	\$491,210	\$491,211	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$466,650	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$24,560	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$491,210	

7.2. Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with §16 of the Grant:

San Miguel County
 PO Box 1170
 Telluride, CO 81435

7.3. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.6 of this **Exhibit B**.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

8.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds here under from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.3.1. Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.3.2. Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

8.3.3. Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.3.4. Substitution. The bonding requirements in this §8.3 may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

9.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

9.2. Procurement. A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

9.3. Subcontracts. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

9.4. Standards. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

EXHIBIT E – PROJECT PERFORMANCE PLAN

Funding: EIAF	Name of Grantee San Miguel County	
Project Number: 7741	Name of Project Norwood R&B Maintenance Shop	
DESCRIPTION OF PROJECT:	The Project consists of construction of a new 7,200 SF Road & Bridge, five-bay Maintenance Shop for San Miguel County.	
DLG Staff:	Ken Charles - Regional Manager (970) 247-7311 KC	Amanda Saunders - Regional Assistant (970) 247-7533 AS

MILESTONES – Grantee shall...	By:	STATE ROLE- DLG shall...	
Put Project out to bid.	Within 90 days of the Effective Date of this Grant Agreement.	Assist Grantee with bidding process, if necessary. Provide feedback to Grantee identifying issues or concerns, if any.	ACHIEVED: <u>MM/DD/20YY</u>
Award and finalize subcontract(s) and/or sub-grant(s).	Within 120 days of the Effective Date of this Grant Agreement.	Review selection and award documentation, and copy of subcontract(s) and/or sub-grant(s) for project file. Provide feedback to Grantee identifying issues or concerns, if any.	ACHIEVED: <u>MM/DD/20YY</u>
Provide DOLA with Project Timeline.	Within 30 days of the Effective Date of the subcontract(s).	Review timeline to ensure timely completion of Project. Provide feedback to Grantee identifying issues or concerns, if any.	ACHIEVED: <u>MM/DD/20YY</u>
Contractor mobilization.	Within 30 days of the Effective Date of the subcontract(s).	Monitor progress reports from the Grantee. Help Grantee identify if/when a Grant Agreement amendment is needed. Provide feedback to Grantee identifying issues or concerns, if any.	ACHIEVED: <u>MM/DD/20YY</u>
Project Completion.	September 30, 2016	Review past quarterly reports, conduct on-site monitoring, and review final report.	ACHIEVED: <u>MM/DD/20YY</u>

<p>Submit quarterly progress reports, which includes: Project Performance Plan accomplishments and a Financial Summary Report for:</p> <p>2nd Quarter 2015 3rd Quarter 2015 <u>4th Quarter 2015</u> 1st Quarter 2016 2nd Quarter 2016 3rd Quarter 2016</p> <p>Progress shall be evaluated by the Grantee and documented and included at least upon submittal of Quarterly Progress Reports. Such evaluation may consist of any/all of the following monitoring methods:</p> <p>a) on-site walk through inspections of the new road and bridge maintenance shop in order to determine if:</p> <p>i) the contractor has constructed an acceptable percentage of the maintenance shop as would be expected under this Grant and Exhibit B (including but not limited to concrete, metal building/metal roof, HVAC system, plumbing, electrical, doors, windows, overhead doors, and insulation);</p> <p>ii) the contractor is experiencing delays;</p> <p>iii) the construction is progressing per agreed upon timeline/milestones and as would be expected under this Grant and Exhibit B (including but not limited to obtaining required approvals, use of approved materials, and testing of all elements);</p> <p>and b) question and answer sessions with the contractor to confirm understanding by all parties as to the nature of the Work and how far along it should be dependent upon the Quarter under review.</p>	<p>(30 calendar days after each quarter):</p> <p>July 30, 2015 October 30, 2015 <u>January 30, 2016</u> April 30, 2016 July 30, 2016 October 30, 2016</p>	<p>Review documents and provide follow up technical assistance as necessary.</p> <p>If needed, respond to a request for training within 10 days.</p>	<p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p>
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Submit, at a minimum quarterly basis, pay requests and supporting documentation of expenses.	July 30, 2015 October 30, 2015 <u>January 30, 2016</u> April 30, 2016 July 30, 2016 October 30, 2016	Review backup documentation and proof of payment prior to approving pay request. Reimbursement should not exceed pro rata share.	ACHIEVED: <u>MM/DD/20YY</u>
Submit the Project Final Report to DLG within 90 days after the Project Completion or expiration of Grant Agreement.	December 29, 2016	Provide forms to Grantee within 30 days of completion of work or end of the Grant Agreement. Process the Final Report and deobligate any remaining grant funds within 30 days of receiving a complete Final report.	ACHIEVED: <u>MM/DD/20YY</u>

QUARTERLY QUESTIONS

List Reimbursement Requests for the three months being reported on:
<u>Month</u> January <u>Amount</u>
<u>Month</u> January <u>Amount</u>
<u>Month</u> January <u>Amount</u>
Were any months “zero payment” (no costs incurred) during this quarter? If so, please provide an explanation.
What are the forecasted costs for the next quarter?
Are the budget lines still adequate? Is a contract amendment needed at this time? Are there any anticipated concerns or issues?
Do you foresee any potential problems meeting the Grant Agreement completion deadline?
Were previously identified problems (if any) corrected? Was a budget adjustment needed/done to address the problem(s)?

EXHIBIT G Form of Option Letter

Date:	Original Grant CMS #:	Option Letter #	CMS Routing #
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1) OPTIONS:

- a. Option to issue a new Budget (**§6.2 of Exhibit B**) for a Minor Line Item Adjustment (as defined in **§4.4.2 of Exhibit B**).
- b. Option to issue a new Budget (**§6.2 of Exhibit B**) for a Minor Budget Adjustment (as defined in **§4.5.1 of Exhibit B**).
- c. Option to issue a new Budget (**§6.2 of Exhibit B**) for acceptance of a True-Up Budget Proposal (as defined in **§4.5.1.1 of Exhibit B**).

2) REQUIRED PROVISIONS. All Option Letters shall contain the appropriate provisions set forth below:

- a. **For use with Option 1(a):** In accordance with **§7(C)(i)** of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** (“Grantee”), the State hereby approves the Minor Line Item Adjustment listed on the attached revised Budget for **§6.2 of Exhibit B. Section 6.2 of Exhibit B** of the Original Grant is hereby deleted and replaced with the attached **§6.2 of Exhibit B**. All references to **§6.2 of Exhibit B** in the Original Grant shall refer to the attached Exhibit. Minor Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.
- b. **For use with Option 1(b):** In accordance with **§7(C)(ii)** of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** (“Grantee”), the State hereby approves the Minor Budget Adjustment listed on the attached revised Budget for **§6.2 of Exhibit B. Section 6.2 of Exhibit B** of the Original Grant is hereby deleted and replaced with the attached **§6.2 of Exhibit B**. All references to **§6.2 of Exhibit B** in the Original Grant shall refer to the attached Exhibit. Minor Budget Adjustments shall not increase the Grant Funds.
- c. **For use with Option 1(c):** In accordance with **§7(C)(iii)** of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** (“Grantee”), the State hereby approves the True-Up Budget Proposal listed on the attached revised Budget for **§6.2 of Exhibit B. Section 6.2 of Exhibit B** of the Original Grant is hereby deleted and replaced with the attached **§6.2 of Exhibit B**. All references to **§6.2 of Exhibit B** in the Original Grant shall refer to the attached Exhibit. True-Up Budget Proposals shall not increase the Grant Funds.

3) Effective Date. The effective date of this Option Letter is upon approval of the State Controller or **Insert start date**, whichever is later.

STATE OF COLORADO John W. Hickenlooper GOVERNOR Colorado Department of Local Affairs
By: Irv Halter, Executive Director
Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA

By: _____
Janet Miks, CPA, Controller Delegate

Date: _____

SAN MIGUEL COUNTY BOARD OF COMMISSIONERS
MINUTES
WEDNESDAY, MARCH 25, 2015
REGULAR MEETING
Second Floor, Miramonte Building
Telluride, Colorado

Present: Chair Joan May
Vice-Chair Elaine R.C. Fischer
Commissioner Art Goodtimes (via telephone)

Staff Present: County Administrator Lynn Black
County Attorney Steve Zwick
Chief Deputy Clerk John Huebner

1. Call to order.
9:30 a.m.
2. Review of Agenda.
3. Calendar Review.
4. CONSENT AGENDA:
 - a. Authorization of February 2015 Payroll and Vendor Payments.
(ATTACHMENT I)
 - b. Acceptance of March 19, 2015 Telluride Regional Airport Monthly Report.
 - c. Acceptance of Open Space & Recreation Department March 2015 Quarterly Report.
 - d. Approval of Chair's signature on Agreement for Cooperative Wildfire Protection with County Sheriff and Colorado Division of Fire Prevention and Control to improve efficiency by facilitating the coordination and exchange of personnel, equipment, supplies, services, and funds among the Parties in sustaining and implementing Wildland Fire management activities.
 - e. Approval to designate Stefani Conley as an additional Alternate Representative to the County Health Pool in 2015.
 - f. Approval to extend the term of Ian Bald on the San Miguel County Planning Commission from January 1, 2016 to January 1, 2017 to allow for staggering of members terms.
 - g. Approval of request for a waiver to County hiring freeze by the County Assessor to hire a replacement full-time position for Appraiser.
 - h. Approval of Agreement for Services with Evergreen Solutions LLC for San Miguel County Classification and Compensation Study in the amount of \$46,900.
 - i. Approval of Chair's signature on Social Services Department January 2015 Earned Revenue and Expenditures, February 2015 Check Register, February 2015 Expenditures through Electronic Benefit Transfers, February 2015 County Allocation / MOE report, January 2015 Balance Sheet, February 2015 Caseload Report.
 - j. Approval of request for a waiver to County hiring freeze by Social Services Department to hire a temporary part-time position for provision of prevention services.
 - k. Approval of Minutes: February 4, 2015, February 25, 2015 and March 4, 2015.
 - l. Approval of an Agreement for Services to hire Kris Holstrom as an independent contractor for a 2015 carbon sequestration project to establish test site(s) in county in an amount not to exceed \$10,000.
 - m. Approval to Authorize county staff to charge After Midnite Media \$300 daily user fee and to require a \$2,000 refundable damage deposit for use of the west half of County Fairgrounds for staging area for film crew and mechanical support services for Telluride Festival of Cars & Colors.
 - n. Approval of Chair's signature on request by the Assessor to approve Petition #2015-1, Schedule #C0992604, for Abatement or Refund of Taxes for 2014 in the amount of \$24,863.93 to Tri-State Generation and Transmission Association, Inc. due to change in State's assessed value.
(ATTACHMENT II – Petition)

**SAN MIGUEL COUNTY BOARD OF COMMISSIONERS
WEDNESDAY, MARCH 25, 2015**

- o. Ratification of Chair's signature on Agreement for Services with Construction Services of Telluride LLC for the construction and installation of specialized roller shelving units in the Treasurer vault in an amount not to exceed \$15,869.
- p. Ratification of Chair's signature on County Veterans Service Officer's February 2015 Report.
- q. Ratification of approval to authorize 2015 Homeland Security Grant purchases on behalf of West All Hazard Emergency Management Region for emergency radios from First Responder Communications in the amount of \$87,540, for credential card printer system from Midwest Card Solutions in the amount of \$13,235, for communication services from QDS Communications in the amount of \$45,740, and for communication equipment from Motorola in the amount of \$27,011.40.
- r. Ratification 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 Nickolas J and Leah K Lauritzen, Lot Q-26, Lawson Hill PUD.
- s. Ratification of Chair's signature as the Board of Commissioners and as San Miguel County Housing Authority on Exception Agreement and Affordable Housing Covenant, Equitable Servitude, and Real Covenants with Telluride R-1 School District, Lots Q-15,Q-23,Q-24,Q-25,Q-26,Q-27 and Q-28 Lawson Hill PUD.

MOTION by Fischer to approve [Consent Agenda] as presented. **SECONDED** by Goodtimes. **PASSED 3-0.**

5. ADMINISTRATIVE MATTERS:

- a. Update of Western Regional EMS and Trauma Advisory Council (WRETAC) 2014 activities/accomplishments.

Present: Terri Foechterle, WRETAC Executive Director

- b. Discussion of a funding request received from the Dove Creek Ambulance Service in the amount of \$4,000 for ambulance service coverage around the area of Egnar within San Miguel County.

Present: Lynn Black, County Administrator; Steve Zwick, County Attorney; Ramona Rummel, County Finance Manager

MOTION by Fischer to approve \$4,000 [funding grant in 2015] to Dove Creek Ambulance Service as presented. **SECONDED** by Goodtimes. **PASSED 3-0.**

- e. Consideration to authorize submittal of a Special Use Permit application to the Colorado Department of Transportation requesting access to HWY 145 Right-of-Way for Sheriff's Tower project.

Present: Lynn Black, County Administrator; John Huebner, Chief Deputy Clerk

MOTION by Fischer to approve as presented. **SECONDED** by Goodtimes. **PASSED 3-0.**

- f. Consideration of Renewal for Hotel and Restaurant Liquor License with Optional Premises by Telski Food & Beverage Services LLC, dba Alpino Vino, 12100 Camels Garden Road, See Forever Ski Run (Lift 14 & 15), 565 Mountain Village Blvd, Telluride, CO 81435.

Present: Stephen Roth, Culinary Service Director Telluride Ski Resort (Telski); Tom Richards, Chief Financial Officer Telski; Steve Zwick, County Attorney

MOTION by Fischer to approve as presented. **SECONDED** by Goodtimes. **PASSED 3-0.** (ATTACHMENT III – Written Findings)

**SAN MIGUEL COUNTY BOARD OF COMMISSIONERS
WEDNESDAY, MARCH 25, 2015**

- g. Discussion of submitting comments to Army Corp of Engineers concerning wetland impacts of proposed Telluride Medical Center construction in Mountain Village.

Present: Dave Schneck, County Environmental Health Director; Steve Zwick, County Attorney

Board Consensus to direct staff to not draft comments since the proposed construction is not within our jurisdiction and is not a high value wetlands site.

- h. Consideration of a resolution publicly stating the value of public lands to the County's economy, recreation, heritage, and quality of life; and opposing any effort to claim, take over, litigate for, or sell off Federal public lands within San Miguel County, Colorado.

MOTION by Fischer to approve as presented. **SECONDED** by Goodtimes. **PASSED 3-0.** (ATTACHMENT IV – Resolution #2015-9)

Board Consensus to direct staff to send resolution to our state and federal delegations.

6. PLANNING MATTERS:

- a. ~~Consideration of Lawson Hill Property Owner's Company request that the County remove the Amended and Restated Deed Restriction and Covenant provision for applying a price cap in limited situations.~~
- b. Consideration of requests from Planet Bluegrass and the Ride Festival to use the County Intercept Lot for parking and to authorize parking and camping as temporary uses on Lot H1 and the ball fields with the Lawson Hill PUD for three music festivals planned for this summer as follows: Telluride Bluegrass Festival Thursday June 18th through Sunday June 21st, The Ride Festival from Friday July 10th to Monday July 13th and Pretty Lights Event from Thursday August 27th to Sunday August 30th.

Present: Lynn Black, County Administrator; Karen Henderson, County Associate Planner

MOTION by Fischer to approve as presented. **SECONDED** by Goodtimes.
MOTION WITHDRAWN by Fischer

MOTION by Fischer to approve Planet Bluegrass permit [to use the County Intercept Lot for parking and to authorize parking and camping as temporary uses on Lot H1 and the ball fields with the Lawson Hill PUD] for their event [Telluride Bluegrass Festival Thursday June 18th through Sunday June 21st] at this time. **SECONDED** by Goodtimes.
PASSED 3-0.

MOTION by Goodtimes to notify both the Town of Telluride and the promoter of any major music festival [in this case the Ride Festival and Pretty Lights Event] that before any [major festival getting] approvals [by the Town] and before the county would be willing to cooperate on parking or any camping that they need to consult with the Sheriff and figure out appropriate mitigations. **SECONDED** by Fischer. **PASSED 3-0.**

5. ADMINISTRATIVE MATTERS: (continued)

- i. Introduction of Tom Maxwell, new Chief Administrator of Seventh Judicial District.

Present: Tom Maxwell, Seventh Judicial District Chief Administrator

- c. Consideration of a Memorandum of Understanding with the Paradox Community Trust and Telluride Foundation regarding the administration and implementation of a Department of Local Affairs grant for the San Miguel County Broadband Infrastructure Implementation Project.

**SAN MIGUEL COUNTY BOARD OF COMMISSIONERS
WEDNESDAY, MARCH 25, 2015**

Present: Lynn Black, County Administrator; Steve Zwick, County Attorney

MOTION by Fischer to approve a Memorandum of Understanding with the Paradox Community Trust and Telluride Foundation regarding the administration and implementation of a Department of Local Affairs grant for the San Miguel County Broadband Infrastructure Implementation Project. **SECONDED** by Goodtimes. **PASSED 3-0.**

- d. Consideration to authorize the County to submit an Energy and Mineral Impact Assistance grant application to the Colorado Department of Local Affairs for partial funding of a joint County and Telluride Foundation broadband infrastructure project.

Present: Lynn Black, County Administrator

MOTION by Fischer to authorize the County to submit an Energy and Mineral Impact Assistance grant application to the Colorado Department of Local Affairs for partial funding of a joint County and Telluride Foundation Broadband Infrastructure Project. **SECONDED** by Goodtimes. **PASSED 3-0.**

8. SOCIAL SERVICES MATTERS:

- a. Discussion of monthly financial report modifications.
- b. Other.
 1. Policy review of provision of childcare in Ouray by exempt providers. San Miguel will be updated on the outcome of process.

Present: Carol Friedrich, County Social Services Director

7. SAN MIGUEL COUNTY HOUSING AUTHORITY MATTERS:

- a. Consideration of a request by Amber McOmber for an exception to Sections 5-1305.B. [Definitions], 5-1305 C, II [Ownership, Use and Occupancy Regulations] and Section 5-1305 B. VII. [Definitions] of the San Miguel County R-1 Deed Restriction and the Guidelines, Rules and Regulations governing Affordable Housing in the Telluride R-1 School District.

Present: Shirley Diaz, SMRHA Director; Amber McOmber, Applicant

MOTION by Fischer to approve the motion as presented with the seven points listed [in SMRHA staff memorandum granting a discretionary exception based upon the following compelling circumstance: Applicant is currently working and would like to be closer to the children's school and her employment with the seven conditions listed:

- The Applicant, Ms. McOmber, may purchase LH36B;
- The Applicant will provide a competitive market analysis (CMA) by the end of April to SMRHA and the SMRHA Board will review to determine if the market has currently recovered sufficiently to sell the property;
- The Applicant may retain her Rico unit for 1 year, and SMCHA delegates when to list the property to the SMRHA Board subject to the results of the CMA, including requiring check-ins which may extend the ownership of the Rico property based on market recovery and addition CMAs;
- Should Amber McOmber begin to receive profits from the rental of the unit they will be reported to SMRHA annually along with her child support and income to review her status as a qualified employee;
- This exception will expire if Ms. McOmber sells the Rico home;
- The Applicant will continue to meet all other components of the definition of employee and all other regulations in the Land Use Code regarding Affordable Housing units; and
- The County is authorized to execute an exception agreement as prepared by the County Attorney's Office.] **SECONDED** by Goodtimes. **PASSED 3-0.**

**SAN MIGUEL COUNTY BOARD OF COMMISSIONERS
WEDNESDAY, MARCH 25, 2015**

9. ADMINISTRATOR'S REPORT:

- a. Update with County Administrator
 - 1. Discussion of April 1, 2015 IG Housing Solutions public meeting.
 - 2. Discussion of proposed County's 2015 Alpine Ranger Program.

Present: Shirley Diaz, SMRHA Director; Lynn Black, County Administrator

10. COMMISSIONER AND PUBLIC DISCUSSION:

- a. Public Discussion.
 - 1. Applicant related her negative experience with the recent County appointment process for a board seat on Wilkinson Library Board.

Present: Carol Morgenstern, County resident and Applicant for WL board seat

9. ADMINISTRATOR'S REPORT:

- a. Update with County Administrator
 - 3. No bids were sought for the Galloping Goose Connector Trail completion project that was contracted with L Scanlon Design Inc.
 - 4. **Board** policy is to include Wilkinson Library Board recommendation letter into BOCC packets concerning its WL board seat vacancies.

Present: Lynn Black, County Administrator

10. COMMISSIONER AND PUBLIC DISCUSSION:

- b. Update on Outside Meetings.
 - 1. Elaine Fischer- Sneffels / LodgingTax / CitizenHouse / CCI
 - 2. Art Goodtimes – Jail Inspect / SBEADMR / PLP
 - 3. Joan May – BLMGuSg / ICclass / COflight / OutdoorAll
- c. Website postings and press releases.
- d. General Discussion.
 - 1. Open house is scheduled for region's contractors to meet Doug Barry, new County Building Official.

11. ATTORNEY MATTERS:

- a. Discussion of hiring CBOE referee/hearing officer to handle CBOE appeals this year. **Board Consensus** to hire Jim Garber as 2015 County Board of Equalization hearing officer.

Present: Steve Zwick, County Attorney

- b. Discussion regarding recreational access easement, Citation (4)(b).
- c. Update on litigation.
 - 1. Discussion of San Miguel County C.R. S7 legal status, Citation (4)(b).
- d. ~~Consideration to authorize litigation regarding the legal status of C.R. S7, Slick Rock, CO area.~~
- e. Update on land negotiations, Citation (4)(a).

Present: Steve Zwick, County Attorney; Linda Luther, County Open Space and Recreation Coordinator; Mike Horner, County Road and Bridge Superintendent; Lynn Black, County Administrator

MOTION by Fischer to go into Executive Session for discussion regarding recreational access easement, Citation (4)(b), and for update on litigation: Discussion of San Miguel County C.R. S7 legal status, Citation (4)(b). **SECONDED** by Goodtimes. **PASSED 3-0.**

Note: The County Attorney requested that items 11.b. and 11.c.1. not have written minutes as it constitutes a privileged attorney-client communication and a statement signed by the attorney and chair is attached. (ATTACHMENT V)

**SAN MIGUEL COUNTY BOARD OF COMMISSIONERS
WEDNESDAY, MARCH 25, 2015**

Note: Executive Session Minutes are confidential pursuant to 24-6-402(2) (d.5) (II)(A)(C), C.R.S. – Item 11.e.

12:12 p.m. Recessed.
12:44 p.m. Reconvened.

Board only discussed the items in Executive Session it had stated.

12. Adjournment.
12:47 p.m.

Audio MP3 20150325-BOCC-Audio.

Respectfully submitted,

John Huebner
Chief Deputy Clerk

APPROVED _____.

SAN MIGUEL COUNTY BOARD OF COMMISSIONERS

Joan May, Chair

ATTEST:

Lynn M. Black
County Administrator

Monthly Report
Open Space & Recreation Program
Linda Luther-Broderick, OSR Coordinator
April 2015

Parks

CDPHE Evaluation of DVP Water Well

The Colorado Department of Public Health and the Environment is evaluating the classification of the Down Valley Park water well. This evaluation requires park staff to spend a significant amount of time from April 2015 –Oct 2015 monitoring the water quality and sending in water samples for testing.

In 2012 CDPHE's Water Quality Control Division adopted a new policy for determining groundwater under the direct influence of surface water (GWUDI). Since the Down Valley Park water well is near a surface water pond and the San Miguel River, the Division is requiring extensive monitoring to determine if the well is under the influence of surface water.

This monitoring involves the following: 1) conductivity and temperature records from the pond and well twice a week from April – October. 2) Raw water total coliform testing of the well water once a month April- October. 3) Microscopic particulate analysis of the well water three times as specified 4) Aerobic spore samples from pond and well 3 times as specified. Cost of equipment rental and the laboratory testing will approach \$2,000.

If the well is determined to be under the influence of surface water, the County will have 18 months to comply with the GWUDI policy and install a new filtration system, turbidity meter, increase the chlorine levels and increase the frequency of water monitoring and testing. The well is currently rated as a groundwater well and only needs to be chlorinated before being potable.

The preliminary results are not promising. We anticipate having to upgrade the system.

Telluride School Use of DVP Ball Fields

The DVP ball fields are used almost daily in the early spring by either Telluride R-1 lacrosse or soccer teams. There have been some rough spots this year over frequent use by lacrosse which has a heavy impact on the fields, and the school's use of the fields in general. In order to sort out the issue before next year when the school field may be under construction, the parks supervisor will meet with the R-1 District's coaches and soccer and lacrosse parents. A recommendation to require a damage deposit may be coming to the BOCC.

Both parks are in good shape, but the spring weather has been rough on the flowers.

Placerville Park Mutual Use Agreement with Colorado Department of Transportation

The OSR Coordinator and CDOT staffer Ralph Campano have been working on a mutual use agreement for Placerville Park use on CDOT ROW which basically cuts the park in half. The agreement will specify that if the Placerville Schoolhouse ever has to be moved off the ROW, CDOT will pay for the move. It also specifies that the county will obtain CDOT permission for any new improvements on the ROW which CDOT will not be responsible for moving at some future date.

Trails

Via Ferrata

OSR staff and county attorney have the draft easement for the Via Ferrata and associated easements with Idarado Mining Co. under review. Once county staff is able to visit the site of the VF easement, the easement will come to BOCC for execution.

Wasatch Trail Litigation

The cost of this litigation is now approximately \$185,000 out-of-pocket.

Keystone Gorge Loop Trail

Rich Hamilton and some volunteers from the Mountain Club trails committee did some challenging retaining repair work on the north side of the gorge at the end of March.

Galloping Goose Connector Trail

This trail segment is complete, and we are getting positive feedback from the users. Closing out the grant from State Trails Program is in process.

Fairgrounds

We have hired Exponential Engineering to provide an electrical plan so that we can bid the installation of electrical service for vendors at the grandstands. This is necessary since the removal of the vendor shacks was accomplished last fall.

Courthouse

On the strong recommendation of maintenance personnel Dave Bush, we are replacing the 100 year old wooden flag pole with a shorter aluminum pole. I regret the loss of the historic flag pole, but it is split and splintered and in danger of breaking.

Open Space

I am in discussion with Montezuma Land Conservancy regarding a 1600-acre property near Egnar and a 200-acre property on Beaver Mesa. Both are Gunnison Sage-grouse properties. Besides transactions costs, MLC is asking that county consider providing a \$25K match for each.

Weed Program

Weed Manager Ron Mabry has hired three seasonal employees, Howard Davis, who has been a program seasonal for a number of years, Michael Maurotino, and Mitchell Wright. Wright worked on the Disappointment Project last year, and will be a floater between San Miguel and Ouray programs.

Rio Grande Southern Rail Road Bridge in Ilium Valley

Dave Foley has informed us that the RGS RR Bridge near the Church Camp is located on the County owned RGS RR ROW. I am working on the logistics of moving the bridge before it falls into to the river due to a collapsing masonry abutment. My concept is to dismantle the decking, work with Road and Bridge to move the stringers with equipment and store the stringers on blocks. Dave Bush or other craftsman will restore, repair, and rebuild the bridge. Once the masonry abutments are repaired, the restored wooden bridge will be returned to its original location. As far as we know, other than the Trout Lake Trestle, this is the only remaining original RGS RR Bridge in the county.

MEMORANDUM

TO: BOCC
FROM: Linda Luther-Broderick, OSR Coordinator
Date: May 20, 2015
RE: Weed Management Agreement with Town of Mountain Village

Attached is an intergovernmental agreement between the County and Town of Mountain Village for the control of noxious weeds and related services on the public properties in the Village.

Per the agreement, the County is to be compensated at a rate of \$85 per hour for UTV, ATV, or Truck application (for one county technician) and \$110 per hour (when the county provides 2 technicians); and \$65 per hour for the County Representative's time spent on the annual survey work; plus the costs of all materials and herbicides, not to exceed a total of six thousand (\$6,000) dollars for services requested on public properties.

Suggested Motion to approve and sign the Intergovernmental Agreement between the Board of County Commissioners of San Miguel County and the Town of Mountain Village concerning noxious weed management and control services.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF SAN MIGUEL COUNTY, COLORADO,
AND THE TOWN OF MOUNTAIN VILLAGE, COLORADO
CONCERNING NOXIOUS WEED MANAGEMENT AND CONTROL SERVICES**

THIS AGREEMENT FOR NOXIOUS WEED MANAGEMENT AND CONTROL is made and entered into this ____ day of _____, 2015 between the COUNTY OF SAN MIGUEL, COLORADO, acting by and through the Board of County Commissioners hereinafter referred to as “County”; and the TOWN OF MOUNTAIN VILLAGE, COLORADO, acting by and through the Town Council, hereinafter referred to as “Town”.

RECITALS

WHEREAS, pursuant to C.R.S. § 35-5.5-101-119 the Colorado Noxious Weed Act (“the Act”), the County is authorized and required to adopt and implement a noxious weed management plan for the unincorporated lands within San Miguel County and;

WHEREAS, pursuant to such mandate in the Act, the County, by and through the San Miguel County Weed Advisory Board, has developed and adopted the “San Miguel County Weed Management Plan” (“County Plan”), a copy of which is available from the County upon request; and,

WHEREAS, pursuant to C.R.S. 35-5.5-101-119, the Colorado Noxious Weed Act, municipalities may contract for the management of noxious weeds; and,

WHEREAS, pursuant to the Act, municipalities and counties may cooperate in the exercise of any or all of the powers and authorities granted by the Act; and,

WHEREAS, pursuant to C.R.S. 29-1-203 governments may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting entities, including the sharing of costs, the imposition of taxes, or the incurring of debt, only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve; and,

WHEREAS, the Town desires to retain the County to conduct a survey of noxious weeds on all public property in the Town of Mountain Village, provide a report, and make recommendations as to appropriate treatment and then to conduct treatments including application of herbicide treatments as approved by the Town; and

WHEREAS, the County desires to perform these duties and agrees to provide a report of locations of noxious weed populations and make recommendations before conducting any herbicide applications with a decision, if at all, to be made by the Town in consultation with the County, for each location recommended to receive herbicide treatment; and

WHEREAS, the Town and the County agree that such work shall be performed under the terms and conditions set forth in this Agreement.

NOW, THEREFORE in consideration of the mutual promises set forth herein, it is agreed by and between the County and the Town as follows:

SECTION I. DESCRIPTION OF WORK

PURSUANT TO the specific direction of the Town or its designated agent or representative, the County agrees to work cooperatively with Town staff, furnishing the labor, equipment, material, supplies, tools, supervision and consultation services that are reasonably necessary in order to control noxious weeds on road rights-of-way and utility easements, and other public lands in the Town. Together, the County and Town will conduct a survey of noxious weeds on public property in the Town that will result in an Annual Weed Map and Plan describing the location, type and extent of weed populations and recommend appropriate removal and control methods. For each location recommended for herbicide application on the Map and Plan, the Town will evaluate the recommendation and notify the County Representative either verbally or in writing whether the Town wishes the County to apply herbicide treatment. The Town shall clearly delineate the specific locations to receive herbicide and reserves the right to provide additional direction to the County such as specific chemicals used, dates, times of day, or methods of application.

Because different invasives arrive at different times of the growing season, Town staff and/or the County representative will conduct regular surveys of public lands after the initial Map and Plan is created to identify new areas of possible infestation. Town staff will notify the County Representative either verbally or in writing of new infestations and after consultation with the County, clearly specify the town's preferred method of removal.

For specified locations, where the County Representative recommends or the Town chooses a method other than herbicide application, the County will assist Town staff by providing technical advice and training on alternative methods of removal and control.

An authorized agent or representative from Mountain Village (the "Town Representative") shall accompany the County representative during approved herbicide applications, and provide direction to the County representative regarding the specific location of areas to receive herbicide application in the Town of Mountain Village. If, during the application of herbicide, the County Representative has a question on the locations to receive herbicide treatment, the County Representative shall contact the Town Representative and request further clarification on the property to receive herbicide application. Should the Town receive such a request the Town will make a good faith effort to provide other services of an appropriate Town employee to assist the County Representative in identifying the appropriate location for herbicide application. The Town Representative shall be charged with and responsible for ensuring the application of the herbicide in appropriate locations that are authorized to receive herbicide application.

The Town shall be responsible for providing proper public notice regarding the application of herbicide in the Town, including appropriate physical posting as well as publication no less than one day in advance.

REPRESENTATIVES for Mountain Village and the County are:

Mountain Village

Deanna Drew
455 Mountain Village Blvd. Suite A
Mountain Village, CO 81435
(970)369-8236 (phone)
ddrew@mtnvillage.org (email)

County

Ron Mabry
P.O. Box 130
Norwood, CO 81423
(970)327-0399 (phone)
ronm@sanmiguelcounty.org

IT IS UNDERSTOOD that such spraying or application of herbicides shall be on a spot treatment basis and shall not encompass “blanket treatment” unless both representatives determine that blanket treatment is appropriate.

SECTION II. PAYMENT

THE COUNTY AND THE TOWN agree that the County may be compensated at a rate of \$85 per hour for UTV, ATV, or Truck application (for one county technician) and \$110 per hour (when the county provides 2 technicians); and \$65 per hour for the County Representative’s time spent on the annual survey work; plus the costs of all materials and herbicides, not to exceed a total of six thousand (\$6,000) dollars for services requested on public properties.

The County will provide to the Town representative an annual status report within thirty days after the last day of the last month within which work was performed. This report shall include a list of the hours spent by the County in performing the duties under this Agreement as well as the costs for all materials and herbicide, in the form of invoices, if the County is requesting compensation for said materials and herbicide. The Town shall pay the County the full amount of any invoice within 30 days of receipt.

SECTION III. TERM

THE TERM OF THIS AGREEMENT shall be from the date first written above through December 31, 2014. The parties to this Agreement may renew the Agreement for subsequent one-year periods by executing an Extension Agreement. Unless otherwise provided in the Extension Agreement, all terms of this Agreement shall continue to govern and control the relationship of the parties for the duration of any such extension.

SECTION IV. TARGETED FLORA

THE COUNTY AND TOWN agree that targeted weeds encompassed by this Agreement shall be any and all invasive noxious weeds found on the State of Colorado’s Noxious Weed List, with particular attention paid to the A list and B list species, those on the County Weed List, and those of specific concern to the Town of Mountain Village.

SECTION V. RELATIONSHIP OF PARTIES

THE PARTIES INTEND that an independent contractor relationship will be created by this Agreement. The Town is interested only in the results to be achieved by the mapping and planning project and the possible control, including herbicide application. The method and control of the work will be within the scope of the County’s responsibility, subject to compliance with all applicable State and Federal statutes, rules and regulations, and the requirements of this Agreement. However, the work contemplated must meet the approval of the Town Representative and shall be subject to said representative’s general right of inspection and supervision to insure the satisfactory completion thereof. The County is not entitled to any of the benefits that the Town provides to its employees, including, but not limited to, any federal or state withholding taxes, FICA, insurance in any form, retirement plans, worker’s compensation, or unemployment compensation.

SECTION VI. LIABILITY

The Town agrees to release, save and hold harmless the County from any and all harm, liabilities, claims, injuries, damage or loss arising from the performance of this Agreement. The County agrees to

release, save and hold harmless Mountain Village from any and all harm, liabilities, claims, injuries, damage or loss arising from the performance of this Agreement.

SECTION VII. NON-ASSIGNABILITY

THE PARTIES hereto agree that this Agreement or any interest therein shall not be assigned, sublet, or transferred without the prior written consent of all parties to this Agreement.

SECTION VIII. EFFECT OF AGREEMENT

EACH AND EVERY CLAUSE and covenant of this Agreement shall extend to, benefit, and bind the successors and assigns of the parties hereto respectively

SECTION IX. AMENDMENTS

THIS Agreement represents the entire integrated and merged understanding of the parties and no prior or contemporaneous term, condition, promise, or representation regarding the subject matter of this Agreement shall be of any legal force or effect unless set forth herein in writing or in a written amendment or addendum hereto.

THE COUNTY AND TOWN agree that any and all modifications or alterations of or additions to or changes in any term, condition, or agreement contained herein shall be void and not binding on either of the parties unless set forth in writing and executed by both parties.

SECTION X. LICENSE AND INSURANCE

THE COUNTY warrants to the Town that the authorized County representative for herbicide application possesses a valid Applicator's License. The County shall procure and maintain Comprehensive General Liability Insurance affording coverage for all claims for bodily injury, including death, and all claims for destruction of or damage to property arising out of or in connection with any operations under this Agreement, to which the Town shall be named as an additional insured. Such insurance shall provide limits of liability of not less than \$1,000,000 each person and \$1,000,000 each occurrence for claims arising out of bodily injury and \$1,000,000 each person and \$2,000,000 aggregate occurrence for all property damages arising out of injury to or destruction of property arising out of or in connection with any operations it performs under this Agreement.

The Town shall procure and maintain Comprehensive General Liability Insurance affording coverage for all claims for bodily injury, including death, and all claims for destruction of or damage to property arising out of or in connection with any operations under this Agreement, to which the County shall be named as an additional insured. Such insurance shall provide limits of liability of not less than \$1,000,000 each person and \$1,000,000 each occurrence for claims arising out of bodily injury and \$1,000,000 each occurrence and \$2,000,000 aggregate occurrence for all property damages arising out of injury to or destruction of property arising out of or in connection with any operations it performs under this Agreement.

The Town and the County agree that said insurance covering the Parties shall remain in full force and effect throughout the term of this Agreement.

SECTION XI. TAXES

The Town agrees to reimburse the County for all taxes and governmental charges, state or federal, that the County may be required, or deems necessary, to pay for the account of the County or the

County's employees. Mountain Village agrees to furnish the County with all information required to enable the County to make necessary reports and to pay such tax charges.

SECTION XII. FORCE MAJEURE

IT IS AGREED that the Town shall excuse the County of its performance and obligations due to any of the following occurrences: acts of God; strikes; lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State of any of their departments, agencies, or officials or any civil or military authority; insurrection; riots, landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes, or canals; or any other cause of event not within the control of the County that prevents its performance of its obligations.

SECTION XIII. PROPERTY OWNERS

THE COUNTY AND TOWN shall give due consideration to the interests of property owners and tenants wherever involved and shall conduct the work to be performed hereunder in a manner causing a minimum of inconvenience and injury to said property owners or tenants. The Town shall provide and maintain a safe condition at crossings of public roads, private roads, and entrances that may be open for the work hereunder to be performed. The Town shall provide and maintain work conditions that comply with the normal requirements and regulations involving the application of spray herbicides. The Parties will be expected to respect private property and adjacent public roadsides that have been adequately flagged, or otherwise marked, as a "No Spray" zone. As previously stated in Section 1 of this Agreement, the Town shall be responsible for providing proper public notice to property owners regarding the application of herbicide in the Town, including appropriate physical posting as well as publication no less than one (1) day in advance.

SECTION XIV. NOTICE

Any notice given under this Agreement by one party to any other party will be made in writing and will be deemed effective upon personal delivery or upon deposit into prepaid certified United States mail, return receipt requested, addressed to the respective party or parties at the address set forth in Section I, Description of Work, or at any other address as a party may designate in writing to all other parties.

SECTION XV. MISCELLANEOUS

In the event litigation is commenced in this matter, venue and jurisdiction shall be proper only in San Miguel County District Court. Each party hereto hereby reserves all rights pursuant to Colorado law to enforce this MOU including, without limit, the right of specific performance. 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. Each party hereto shall have the right to recover reasonable attorney fees and costs it may incur to enforce this Agreement, regardless of whether a lawsuit is ever commenced. Colorado law shall govern and construe this Agreement, except that it shall not be construed against any party hereto as each acknowledges that they have had an opportunity to receive the advice of legal counsel.

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

BOARD OF COUNTY COMMISSIONERS
SAN MIGUEL COUNTY, COLORADO

By: _____
Chair
Miramonte Building, 3rd Floor
333 West Colorado
P.O. Box 1170
Telluride, Colorado, 81435
Phone: (970) 728-3844
Fax: (970) 728-3718

ATTEST:

Chief Deputy Clerk to the Board

TOWN OF MOUNTAIN VILLAGE, COLORADO

By: _____
Kim Montgomery, Town Manager
455 Mountain Village Blvd., Suite A
Mountain Village, CO 81435
Phone: (970) 369-6411
Fax: (970) 728-4342

ATTEST:

Jackie Kennefick, Town Clerk

pc: County Finance
Ron Mabry, County Weed Manager

DEPARTMENT OF SOCIAL SERVICES

SAN MIGUEL COUNTY
PO BOX 96
TELLURIDE, CO 81435
Phone (970) 728-4411
Fax (970) 728-4412

MEMO

Date: May 14, 2015
To: BOCC
From: Carol Friedrich
Subject: May 20th Meeting

CONSENT CALENDAR

Balance Sheet, March 2015
Earned Revenue and Expenditures, March 2015
Expenditures through Electronic Benefit Transfers, April 2015
Check Register for the Month of April 2015
County Allocation / MOE Report, MAR-15
Expenditures YTD 100%, March 2015 – NEW*

Caseload Report, April 2015

DISCUSSION

None – I will not be able to attend this meeting due to New Director Training.

DEPARTMENT OF SOCIAL SERVICES

SAN MIGUEL COUNTY
PO BOX 96
TELLURIDE, CO 81435
phone (970) 728-4411
fax (970) 728-4412

I, Carol Friedrich, Director of Social Services of San Miguel County, Colorado, hereby present the attached reports:

Balance Sheet, March 2015
Earned Revenue and Expenditures, March 2015
Expenditures through Electronic Benefit Transfers, April 2015
Check Register for the Month of April 2015
County Allocation / MOE Report, MAR-15
Expenditures YTD 100%, March 2015 – NEW*

Caseload Report, April 2015

and certify that detailed, additional financial reports are available for inspection.



Carol Friedrich, May 20, 2015

I, Joan May, Chair of San Miguel County Board of Commissioners, hereby certify that the payments that are listed and set forth on the attached reports have been approved, and the payments issued from the Social Services fund.

Joan May, Chair, May 20, 2015

SAN MIGUEL COUNTY DEPT OF SOCIAL SERVICES
BALANCE SHEET
MARCH, 2015

ASSETS:

CASH:

101.1000	CASH - GENERAL	96,869.30	
101.2000	CASH - IV-E RESERVES	0.00	
101.3000	CASH - PARENTAL FEES	700.75	
101.4000	CASH - CSBG	0.00	
101.5000	CASH - PETTY	50.00	
101.4381	CASH - CBMS	0.00	
115.1000	A/R - TANF	9,031.00	
115.2000	A/R - AND	687.00	
115.3000	A/R - OAP	0.00	
115.4000	A/R - CC	0.00	
115.5000	A/R - LEAP	0.00	
115.6000	A/R - MEDICAID	0.00	
115.7000	A/R - FOOD ASSISTANCE	2,093.00	
115.8000	A/R - CHILD SUPPORT	134,862.91	
115.9000	A/R - ERRONEOUS DISBURSEMENTS	1,160.00	
	TOTAL CASH	245,453.96	245,453.96

DUE TO DUE FROM

132.4200	DTDF - TANF	2,097.43	
132.2300	DTDF - CHILD CARE	14.44	
132.2500	DTDF - CORE	(136.00)	
132.1210	DTDF - CHILD WELFARE	12,208.27	
132.M100	DTDF - MEDICAID	4,902.23	
132.7000	DTDF - ADMIN	4,880.90	
132.4011	DTDF - NON ALLOCATED ADMIN	(12.33)	
132.1010	DTDF - ADULT PROTECTION	917.14	
132.8000	DTDF - CHILD SUPPORT	19.58	
132.6300	DTDT - FA JOB SEARCH	681.13	
132.5000	DTDF - LEAP	595.30	
132.4800	DTDF - AND	(151.20)	
132.4600	DTDF - HOME CARE ALLOWANCE	0.00	
132.4050	DTDF - OAP ADMIN	479.32	
132.9700	DTDF - TANF WORK PARTICIPATION	0.00	
132.8500	DTDF - TANF COLLECTIONS	254.37	
132.1296	DTDF - FA COLLECTIONS	0.00	
132.9800	DTDT - COST ALLOCATION	0.00	
132.9430	DTDF - STATE INCENTIVES	0.00	
132.9450	DTDF - FEDERAL INCENTIVES	0.00	
132.0000	DTDF - ADVANCES	(9,635.00)	
132.031	DTDF - IV-E SANCTIONS	0.00	
132.1296	DTDF - CW DISCRETIONARY GRANT	800.01	
132.1590	DTDF - PARENTAL FEE	0.00	
132.2752	DTDF - PSSF	0.00	
	TOTAL DUE TO DUE FROM	17,915.59	17,915.59

FIXED ASSETS

	18,749.00	
TOTAL ASSETS	18,749.00	282,118.55
		282,118.55

LIABILITIES:

215.1000	A/R CONTRA - TANF	(9,031.00)
215.2000	A/R CONTRA - AND	(687.00)
215.3000	A/R CONTRA - OAP	0.00
215.4000	A/R CONTRA - CC	0.00
215.5000	A/R CONTRA - LEAP	0.00
215.6000	A/R CONTRA - MEDICAID	0.00
215.7000	A/R CONTRA - FOOD ASSISTANCE	(2,093.00)
215.8000	A/R CONTRA - CHILD SUPPORT	(134,862.91)
215.9000	A/R CONTRA - ERRONEOUS DISBURSEMENTS	0.00
220.4000	DEFERRED REVENUE - IV-E	0.00
220.5000	DEFERRED REVENUE - PARENTAL	(700.75)
220.6000	DEFERRED REVENUE - CSBG	0.00
220.4381	DEFERRED REVENUE - CBMS	0.00
220.7000	A/P - INDIRECT COST ALLOCATION	0.00
220.8200	DEFERRED REVENUE IV-D FED INC	0.00
221.1000	SUSPENSE - MISC	(44.22)
221.2000	SUSPENSE - MT	0.00
221.4000	SUSPENSE - TEFAP	0.00
		<hr/>
	TOTAL LIABILITIES	(147,418.88)

RESERVE:

	FUND BALANCE AS OF 03/31/15	(115,950.67)
	RESERVE FOR FIXED ASSETS	(18,749.00)
		<hr/>
	TOTAL RESERVE	(134,699.67)
		<hr/>
	TOTAL LIABILITIES AND RESERVE	(282,118.55)
		<hr/>

SAN MIGUEL COUNTY DSS
EARNED REVENUE YTD 100%
MARCH, 2015

	REVISED BUDGET	YTD REVENUES EARNED	% OF REVENUES COLLECTED
CURRENT PROPERTY TAX	111,799.00	47,288.79	42%
SPECIFIC OWNERSHIP	4,000.00	1,171.60	29%
DELINQUENT & INTEREST	150.00	46.70	-31%
 COLORADO WORKS			
ADMIN	34,400.00	7,707.05	22%
GRANTS	32,000.00	7,594.68	24%
 CHILD CARE			
ADMIN	6,400.00	2,031.05	32%
CLIENT BENEFITS	24,000.00	6,064.39	25%
 CHILD WELFARE			
CHILD WELFARE 80/20	188,000.00	69,822.95	37%
CHILD WELFARE 100%	10,000.00	351.49	4%
IV-E SANCTIONS		3,810.00	
CW - DISCRETIONARY GRANT		2,324.97	
PSSF		51.84	
 COUNTY ADMINISTRATION	108,428.00	27,631.47	25%
HCPF - MEDICAID		22,662.71	
ADULT PROTECTION	11,520.00	4,353.52	38%
ADULT PROTECTION CLIENT	1,600.00	0.00	0%
 CW CORE SERVICES 80/20	9,600.00	1,360.00	14%
CW CORE DAY TREATMENT 100%	24,800.00	4,066.35	16%
 CHILD SUPPORT	6,600.00	2,184.77	33%
 LEAP			
ADMIN/OUTREACH	4,500.00	923.80	21%
BASIC	60,000.00	19,808.87	33%
 OAP			
HOME CARE ALLOWANCE	950.00	0.00	0%
ADMIN	4,000.00	1,441.13	36%
GRANTS	60,000.00	10,528.00	18%
 AID TO NEEDY DISABLED	9,600.00	1,212.78	13%
 MEDICAID TRANSPORTATION	10,000.00	3,691.59	37%
FS JOB SEARCH/EMPLOYMENT 1ST	8,000.00	2,061.53	
FOOD ASSISTANCE BENEFITS	625,000.00	137,322.71	22%
GRANTS/INCENTIVES	10,000.00	340.88	3%
RETAINED COLLECTIONS	1,000.00	281.85	28%
TOTAL BUDGETED REVENUES	1,366,347.00	380,424.07	28%

SAN MIGUEL COUNTY DSS
EXPENDITURES YTD 100%
MARCH, 2015

	REVISED BUDGET	EXPENDITURES YTD	% OF BUDGET EXPENDITURES SPENT
TANF			
ADMIN	43,000.00	9,341.45	22%
GRANTS	40,000.00	9,044.83	23%
CHILD CARE			
ADMIN	8,000.00	2,538.82	32%
CLIENT BENEFITS	30,000.00	7,132.04	24%
CHILD WELFARE			
CHILD WELFARE 80/20%	280,000.00	87,908.11	31%
CHILD WELFARE 100%	10,000.00	351.49	4%
CW - DISCRETIONARY GRANT		2,324.97	
PSSF		51.84	
COUNTY ADMINISTRATION	135,500.00	40,064.64	30%
HCPF - MEDICAID		20,704.01	
NON ALLOCATED ADMIN		36.99	
ADULT PROTECTION	12,368.00	5,441.90	44%
ADULT PROTECTION CLIENT	2,000.00	0.00	0%
CW CORE SERVICES 80/20	12,000.00	1,700.00	14%
CW CORE DAY TREATMENT 100%	24,800.00	4,066.35	0%
CHILD SUPPORT	10,000.00	2,412.90	24%
LEAP			
LEAP ADMIN/OUTREACH	4,500.00	923.80	21%
LEAP BASIC BENEFITS	60,000.00	19,808.87	33%
OAP			
OAP HOME CARE ALLOWANCE	1,000.00	0.00	0%
OAP ADMIN	4,000.00	1,441.13	36%
OAP GRANTS	60,000.00	10,528.00	18%
AID TO NEEDY DISABLED	12,000.00	1,515.98	13%
FS JOB SEARCH/EMPLOYMENT 1ST	10,000.00	2,069.53	21%
GENERAL ASSISTANCE	10,000.00	235.81	2%
MEDICAID TRANSPORTATION	10,000.00	2,279.14	23%
FA REFUNDS		0.00	
FOOD ASSISTANCE BENEFITS	625,000.00	137,322.71	22%
DIRECT COST ALLOCATION	(7,500.00)	(2,193.93)	29%
GRANTS	10,000.00	321.26	3%
COUNTY FUNDED GRANTS	60,000.00	36,013.34	60%
TOTAL BUDGETED EXPENDITURES	1,466,668.00	403,385.98	28%

SAN MIGUEL COUNTY DSS
 EXPENDITURES THROUGH ELECTRONIC BENEFIT TRANSFERS
 APRIL, 2015

	CASES	TOTAL COST
TANF (Temporary Aid to Needy Families)	5	4,791.00
OAP (Old Age Pension)	10	3,702.00
AND (Aid to Needy Disabled)	4	756.01
CHILD CARE	14	2,475.13
CHILD WELFARE	3	4,201.27
CORE SERVICES	0	0.00
FOOD ASSISTANCE	183	40,815.00
LEAP (Low-income Energy Assistance Program)	70	10,781.71
	<hr/>	
TOTALS	<u>289</u>	<u>67,522.12</u> *

*THESE ARE OUR BEST ESTIMATES BASED ON THE DISCREPANCIES BETWEEN THE COLORADO FINANCIAL MANAGEMENT SYSTEM AND THE COLORADO BENEFIT MANAGEMENT SYSTEM.

SAN MIGUEL COUNTY DEPT OF SOCIAL SERVICES
CHECK REGISTER
APRIL, 2015

Warrant No.	Date	To	WARRANT AMOUNT
29477	3-Apr	CLIENT/MT	421.61
29478	9-Apr	CLIENT/MT	367.94
29479	9-Apr	SAN MIGUEL COUNTY ROAD DEPT	24.71
29480	9-Apr	CLIENT/MT	879.12
29481	9-Apr	CLIENT/MT	191.29
29482	9-Apr	VOID	0.00
29483	9-Apr	CARD SERVICE	278.00
29484	9-Apr	TELLURIDE TIRE AND AUTO	72.00
29485	9-Apr	DISCOVER GOODWILL	328.50
29486	9-Apr	CENTER FOR MENTAL HEALTH	5,000.00
29487	9-Apr	CAROL FRIEDRICH	856.75
29488	9-Apr	VOID	0.00
29489	9-Apr	TRELLA MCCrackEN	134.40
29490	9-Apr	LONDA SIROKMAN	353.40
29491	9-Apr	BAKED IN TELLURIDE	300.00
29492	9-Apr	HOCKERSMITH & MUELLER	100.00
29493	9-Apr	HILLTOP COMMUNITY RESOURCES	1,361.72
29494	9-Apr	TELLURIDE DAILY PLANET	106.80
29495	9-Apr	SAN MIGUEL COUNTY FINANCE	300.00
29496	9-Apr	CLIENT/MT	48.10
29497	17-Apr	LINNEA EDWARDS	53.87
29498	17-Apr	CENTURYLINK	134.07
29499	17-Apr	CLIENT/MT	38.48
29500	17-Apr	CLIENT/MT	51.06
29501	17-Apr	QUILL	30.66
29502	17-Apr	HILLTOP COMMUNITY RESOURCES	660.82
29503	17-Apr	VERIZON	161.10
29504	17-Apr	TELLURIDE DRUG TESTING	40.00
29505	17-Apr	MONTROSE COUNTY CSEU	1,064.22
29506	17-Apr	MONTROSE COUNTY CSEU	800.00
29507	23-Apr	CLIENT/MT	459.72
29508	29-Apr	CCI FOUNDATION	350.00
TOTALS			14,968.34
PERSONNEL PAYROLL			28,417.38
GRAND TOTAL			43,385.72

CFMS SET OF BOOKS
 COUNTY ALLOCATIONS/MOE REPORT
 Current Period: MAR-15

Date: 23-APR-15 11:10:56
 Page: 1

Currency: USD
 CTY=113 (San Miguel)

	COUNTY ALLOCATION / MOE - FULL YEAR	FY ACTUAL EXPENDITURES	FY FUNDS AVAILABLE	BUDGET VS. ACTUALS VARIANCE
COLORADO WORKS BLOCK GRANT	83,637.72	55,064.75	28,572.97	65.8
NET COLORADO WORKS MOE	12,362.88	9,272.15	3,090.73	(75.0)
CHILD CARE ALLOCATION:				
CHILD CARE DIRECT	47,524.92	19,607.13	27,917.79	41.3
CHILD CARE ADMINISTRATION	0.00	6,003.94	(6,003.94)	n/m
TOTAL CHILD CARE ALLOCATION	47,524.92	25,611.07	21,913.85	53.9
NET CHILD CARE COUNTY MOE	4,270.68	3,202.94	1,067.74	(75.0)
CHILD WELFARE ALLOCATION:				
CHILD WELFARE 80/20 ALLOCATION ITEMS:				
CHILD WELFARE OUT-OF-HOME ALLOCATION	199,222.20	44,165.55	155,056.65	22.2
CHILD WELFARE ADMIN 80/20	0.00	179,595.73	(179,595.73)	n/m
CHILD WELFARE CASE SERVICES	0.00	0.00	0.00	n/m
CHILD WELFARE RELATED CHILD CARE	0.00	4,229.46	(4,229.46)	n/m
CHILD WELFARE SUBSIDIZED ADOPTION	0.00	0.00	0.00	n/m
CHILD WELFARE RELATIVE GUARDIANSHIP	0.00	0.00	0.00	n/m
TOTAL CHILD WELFARE 80/20 ALLOCATION	199,222.20	227,990.74	(28,768.54)	114.4
CHILD WELFARE 100% ADMINISTRATION *	18,736.92	699.97	18,036.95	3.7
TOTAL CHILD WELFARE 80/20 AND 100% ALLOC	217,959.12	228,690.71	(10,731.59)	104.9
CHILD WELFARE TRCCF ALLOCATION	0.00	0.00	0.00	n/m
CHILD WELFARE CHRP ALLOCATION *	4,364.64	0.00	4,364.64	0.0
CHILD WELFARE PRTF - FFS *	6,099.60	0.00	6,099.60	0.0
TOTAL CHILD WELFARE ALLOCATION	228,423.36	228,690.71	(267.35)	100.1
COUNTY ADMINISTRATION ALLOCATION *	133,726.57	133,726.57	(61,310.29)	184.7
ADULT PROTECTION ALLOCATION	14,296.78	14,296.78	(14,296.78)	n/m

135,534.57
 14,369.00

CFMS SET OF BOOKS
COUNTY ALLOCATIONS/MOE REPORT
Current Period: MAR-15

Currency: USD
CTY=113 (San Miguel)

	COUNTY ALLOCATION / MOE - FULL YEAR - BUDGET VS. ACTUALS	BUDGET VS ACTUALS FY VARIANCE	
	FY ACTUAL EXPENDITURES	FY FUNDS AVAILABLE	
CORE SERVICES ALLOCATION:			
CORE SERVICES MENTAL HEALTH 100%	0.00	0.00	n/m
CORE SERVICES ADAD 100%	0.00	0.00	n/m
CORE SERVICES SPECIAL ECONOMIC ASSIST 100%	544.92	544.92	0.0
CORE SERVICES OTHER 100% *	11,984.69	11,477.47	51.1
CORE SERVICES 80/20	12,800.04	8,422.54	34.2
TOTAL CORE SERVICES ALLOCATION	36,807.12	20,444.93	44.5

EMPLOYMENT FIRST 80/20 PARTICIPANT REIMB

187.10 (187.10) n/m

EMPLOYMENT FIRST 100%

7,105.07 7370.50 265.43 n/m

FEDERAL FISCAL YEAR PROGRAMS (ENDING SEP. 30): **

NON-FISCAL YEAR PROGRAMS: **

* - NOTE: Allocations for Child Welfare 100%, Child Welfare CRP, Child Welfare PRPF - FFS, County Administration, and Core Services 100% Include Funds Allocated from the Department of Health Care Policy and Financing, in Addition to Those Allocated from the Department of Human Services

** - NOTE: Expenditures Refer to State Fiscal Year-To-Date

SAN MIGUEL COUNTY DEPT OF SOCIAL SERVICES
EXPENDITURES YTD 100%
March, 2015

PROGRAM	REVISED BUDGET	EXPENDITURES YTD	% OF BUDGET EXPENDITURES SPENT
COLORADO WORKS	83,000.00	18,386.28	22%
CHILD CARE ASSISTANCE PROGRAM (CCCAP)	38,000.00	9,670.86	25%
CHILD WELFARE	290,000.00	90,636.41	31%
COUNTY ADMINISTRATION	142,369.00	64,053.61	45%
COUNTY CORE SERVICES	36,800.00	5,766.35	16%
REGIONAL CORE SERVICES	10,000.00	2,412.90	24%
CHILD SUPPORT SERVICES	64,500.00	20,732.67	32%
LOW ENERGY ASSISTANCE PROGRAM (LEAP)	65,000.00	11,969.13	18%
OLD AGE PENSION (OAP)	12,000.00	1,515.98	13%
AID TO NEEDY DISABLED (AND)	10,000.00	235.81	2%
GENERAL ASSISTANCE (GA)	10,000.00	2,279.14	23%
GRANTS/INCENTIVES RECEIVED	10,000.00	2,069.53	21%
EMPLOYMENT 1ST	625,000.00	137,322.71	22%
FOOD ASSISTANCE BENEFITS (SNAP)	10,000.00	321.26	3%
COUNTY FUNDED GRANTS	60,000.00	36,013.34	60%
TOTAL BUDGETED EXPENDITURES	1,466,669.00	403,385.98	28%

MEMORANDUM

TO: BOCC
FROM: LINDA LUTHER-BRODERICK, OSR COORDINATOR
DATE: MAY 20, 2015
RE: Collection Agreement between San Miguel County and GMUG National Forest to fund Alpine Ranger Program

The attached collection agreement and budget specifies that San Miguel County will contribute \$4,000 for the San Miguel Alpine Management Program. This is funded through the Open Space & Recreation budget. There is no scope of work attached, but the agreement states generally that the temporary alpine ranger will communicate with and introduce himself/herself to the county sheriff and undersheriff. It also states that the ranger will report accomplishments and expenditures in any detail requested by the county.

OSR's suggestion is to ask the ranger to provide an email copy of the weekly work logs to a BOCC staff person. In the past, the weekly work logs have provided a riveting summary of visitor activities in the high country.

Suggested Motion to approve and sign the Collection Agreement between San Miguel County and the GMUG National Forest to fund the Alpine Ranger Program in the amount of \$4,000, to be paid from the OSR program budget.



FS Agreement No. 15-CO-11020405-030
Cooperator Agreement No. _____

COLLECTION AGREEMENT
Between The
SAN MIGUEL COUNTY
And The
USDA, FOREST SERVICE
GRAND MESA, UNCOMPAHGRE, AND GUNNISON NATIONAL FORESTS

This COLLECTION AGREEMENT is hereby entered into by and between the San Miguel County, hereinafter referred to as “the County”, and the USDA, Forest Service, Grand Mesa, Uncompahgre, and Gunnison National Forests, hereinafter referred to as the “U.S. Forest Service,” under the provisions of the Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498 as amended by Pub. L. 104-127..

Background: National Forest lands in San Miguel County have become a tourism destination for an estimated two million domestic and international visitors each year. The landscape is dramatic and area has a rich mining history. Many diverse recreation opportunities are popular, including: off-highway touring, scenic driving, hiking, mountain biking, camping, rock climbing, mountaineering, and visiting historic sites. A number of commercial outfitter-guides possess special-use permits to operate in the area, and outdoor recreation is a potent economic force in San Miguel County. These alpine watersheds are also very fragile and supply water to communities downstream. U.S. Forest Service resources are inadequate to provide high-quality recreation experiences or protect natural and cultural resources in the area, and the County depends heavily on clean water and continued recreation revenue.

Title: San Miguel Alpine Management Agreement

I. PURPOSE: The purpose of this agreement, and incorporated Financial Plan, is to document the voluntary contribution of funds from the County to the U.S. Forest Service to assist the Forest Service in its management of alpine areas on the Uncompahgre National Forest within San Miguel County.

II. THE COUNTY SHALL:

A. LEGAL AUTHORITY. The County shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

B. Perform in accordance with the Financial Plan.



- C. Upon presentation of a Bill for Collection, deposit with the U.S. Forest Service the amount agreed to in the Financial Plan.

III. THE U.S. FOREST SERVICE SHALL:

- A. ADVANCE BILLING. The U.S. Forest Service shall bill the County prior to commencement of work for deposits sufficient to cover the estimated costs (including overhead) for the specific payment period of May 15 – November 15. Overhead shall not be assessed.

Billing Method: A single lump sum advance bill.

Billing must be sent to:

San Miguel County
c/o Linda Luther, OS&R Coordinator
PO Box 1170
Telluride, CO 81435

- B. Perform in accordance with the attached Financial Plan.
- C. Report accomplishments and expenditures to the County in an form and to the level of detail required by the County, upon request.
- D. The temporary alpine ranger will introduce him or herself and communicate with the San Miguel County Sheriff and Undersheriff.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Lynn Black, County Administrator Address: PO Box 1170 City, State, Zip: Telluride, CO 81435 Telephone: 970-728-3844 FAX: 970-728-3718 Email: lynnb@sanmiguelcounty.org	Name: Linda Luther, OS&R Coordinator Address: PO Box 1170 City, State, Zip: Telluride, CO 81435 Telephone: 970-369-5469 FAX: 970-728-3718 Email: jans@sanmiguelcounty.org



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Becca Hammargren, Recreation Staff Address: 2505 S. Townsend City, State, Zip: Montrose, CO 81401 Telephone: 970-240-5419 FAX: 970-240-5367 Email: rhammargren@fs.fed.us	Name: Merna Fehlmann Address: 2250 Highway 50 City, State, Zip: Delta, CO 81416 Telephone: 970-874-6606 FAX: 970-874-6698 Email: mfehlmann@fs.fed.us

- B. **FOREST SERVICE LIABILITY TO THE COOPERATOR.** The United States shall not be liable to The County for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work by the U.S. Forest Service or its contractors under this agreement, including but not limited to damage to any property owned by The County or any third party.

- C. **REFUNDS.** Funds collected in advance by the U.S. Forest Service, which are not spent or obligated for the project(s) approved under this agreement, may be refunded to the County, authorized for use for a new agreement by the County, or waived by the County. A DUNS number and registration in the System for Award Management (SAM) by the County may be necessary to process a refund. Due to processing costs, any balance less than \$25 shall not be refunded to the County.

- D. **FREEDOM OF INFORMATION ACT (FOIA).** Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

 Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- E. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the U.S. Forest Service or the County from participating in similar activities with other public or private agencies, organizations, and individuals.

- F. **ENDORSEMENT.** Any of the County’s contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the County's products or activities.



G. NOTICES. Any communication affecting the operations covered by this agreement by the U.S. Forest Service or the County will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To the County, at the County's address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

H. PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the U.S. Forest Service with the County's contributions shall become the property of the U.S. Forest Service.

I. TERMINATION FOR COLLECTION AGREEMENTS. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. The U.S. Forest Service shall not incur any new obligations for the terminated portion of this agreement after the effective date of termination and shall cancel as many obligations as possible. Full credit must be allowed for U.S. Forest Service expenses and all non-cancelable obligations properly incurred up to the effective date of termination. Excess funds must be refunded in accordance with the Refund provision of the agreement.

J. DEBARMENT AND SUSPENSION. The County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

K. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

L. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and has an expiration date of April 30, 2020. The expiration date is the final date for completion of all work activities under this agreement.

M. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are



authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

San Miguel County Date

SCOTT G. ARMENTROUT, Forest Supervisor Date
U.S. Forest Service, Grand Mesa, Uncompahgre and
Gunnison National Forest

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

Merna Fehlmann Date
U.S. Forest Service Agreements Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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

Forest Service Agreement # 15-CO-11020405-030

Cooperator Agreement #

**Collection Agreement Financial Plan
Cooperator and FS Contributions**

COST ELEMENTS and related data				Cooperator Contribution	FS Non-Cash Contribution	
Line Item Cost Subtotals				Subtotal	Subtotal	Combined Subtotals
PERSONNEL						
Resource Specialists (List all personnel):	# of Days	\$/Day				
Eric Ming	17.00	\$132.00	\$2,244.00			\$2,244.00
GS-5 Alpine Ranger	15.00	\$113.00	\$1,695.00			\$1,695.00
			\$0.00			\$0.00
			\$0.00			\$0.00
			\$0.00			\$0.00
Becca Hammagren	5.00	\$338.00		\$1,690.00		\$1,690.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
Subtotal, Personnel:	37.00		\$3,939.00	\$1,690.00		\$5,629.00
TRAVEL						
Explanation of trips: From Where/To Where/For Whom	Vehicle Mileage Cost or Airfare Cost	# of Trips	PerDiem and Lodging			
				\$0.00		\$0.00
				\$0.00		\$0.00
Forest Protection Officer Course					\$0.00	\$0.00
Subtotal, Travel:	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00
EQUIPMENT						
Name and Type of Equipment:	Unit Cost	Quantity				
Vehicle #6065, FOR				\$0.00		\$0.00
Vehicle #6065, mileage				\$0.00		\$0.00
Vheicle #6065 FOR & mileage (6 mos, 3500	\$1,472	1			\$1,472.00	\$1,472.00
Subtotal, Equipment:	#####	1		\$0.00	\$1,472.00	\$1,472.00
SUPPLIES						
Name and Type of Supplies:	Unit Cost	Quantity				
Misc. Supplies	\$61	1		\$61.00		\$61.00
				\$0.00		\$0.00
SPOT device	\$105	1			\$105.00	\$105.00
Subtotal, Supplies:	\$166.00	2		\$61.00	\$105.00	\$166.00

CONTRACTUAL			
Describe Contracts that will most likely result from this project:			
			\$0.00
			\$0.00
			\$0.00
Subtotal, Contractual:		\$0.00	\$0.00
OTHER			
Describe Other Costs of the Project:			
			\$0.00
			\$0.00
Uniform		\$200.00	\$200.00
Subtotal, Other:		\$0.00	\$200.00
TOTAL DIRECT CHARGES		\$4,000.00	\$3,467.00
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)		Insert Rate Here:	
Total Party Costs		\$4,000.00	\$3,467.00
COST ELEMENTS SUBJECT TO NATIONAL PASS-THROUGH RATES		Cooperator Contribution	
TOTAL CHARGES			\$0.00
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)		Insert Rate Here:	
		8.0%	\$0.00
Total Pass-Through Costs			\$0.00
TOTAL PROJECT COSTS			\$7,467.00

Burden Statement

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The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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

possible letter

1 message

Joan May <joanm@sanmiguelcounty.org>

Tue, May 12, 2015 at 2:30 PM

Reply-To: Joan May <joanm@sanmiguelcounty.org>

To: John Huebner <johnh@sanmiguelcounty.org>, BOCC <bocc@sanmiguelcounty.org>

Hey John,

Could you format this on SMC letterhead to Senator Bennet and put it on the agenda for next week for us to consider? Thanks,

Joan



CO ESA letter San Miguel County v2.docx

16K

SAN MIGUEL COUNTY

BOARD OF COMMISSIONERS

ELAINE FISCHER

ART GOODTIMES

JOAN MAY

Hon. Senator Michael Bennet
U.S. Senate
Washington, DC 20510
Fax: 202-228-5036

Dear Senator Bennet:

We are writing to urge your strong and smart support for the Endangered Species Act (ESA).

For more than 40 years, the ESA has served as a visionary conservation law. Because Colorado's economy relies so heavily on outdoor recreation opportunities, having a strong and diverse mix of species is critical to our economic future. Maintaining biodiversity is also key to who we are as westerners and the ESA has been successful in saving imperiled plants and animals from extinction and ensures that Colorado's most special of species are protected. Thanks to conservation and recovery efforts triggered by the ESA, many species have indeed been rescued from the brink of extinction, and many are again thriving.

Simply put, the ESA supports local Colorado economies. In 2011, 1.8 million Colorado residents and nonresidents participated in wildlife-watching activities in Colorado (including observing, feeding, and photographing). In 2011, Colorado residents and nonresidents spent \$3 billion on wildlife recreation in Colorado! Preserving keystone species is critical to the overall habitat and when important species' populations decline past a certain level, there is a domino effect that rips through ecosystems, destroying wildlife populations – something Colorado cannot afford to let happen. Our local governments are partners in these efforts, and we strongly encourage you to work with us throughout this important process.

Yet today, the ESA is under significant political attack in Congress. Opponents of the Act are attempting to override and undermine the ESA through broad statutory rewrites. These assaults would severely compromise the ESA's proven effectiveness. Efforts to legislatively limit conservation protections for individual species are arbitrary, and set terrible precedent for congressional intervention. Legislative micromanagement inappropriately politicizes the ESA's biologically-based administrative decision-making process.

San Miguel County urges you to oppose and vote "No" on proposals that would override or undermine the Endangered Species Act. There is no need to weaken the law and I appreciate your continued support and common sense approach to this important law that is critical to Colorado's economic future.

Sincerely,

SAN MIGUEL COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS

Joan May, Chair

P.O. BOX 1170 • Telluride, Colorado 81435 • (970) 728-3844 • FAX (970) 728-3718

SAN MIGUEL COUNTY

BOARD OF COMMISSIONERS

ELAINE FISCHER

ART GOODTIMES

JOAN MAY

May 20, 2015

Colorado Roadless Rule

740 Simms Street,

Golden, CO 80401

Web: <https://cara.ecosystem-management.org/Public/Commentinput?Project=46470>

Re: Supplemental Draft Environmental Impact Statement to reinstate the North Fork Coal Mining Area exception of the Colorado Roadless Rule

Thank you for the opportunity to provide scoping comments on the pending Supplemental Draft Environmental Impact Statement (SDEIS) to reinstate the North Fork Coal Mining Area exception to the Colorado Roadless Rule. While San Miguel County did not participate actively in the process by which this exception was created, after a review of the history of this exception we have become increasingly concerned that the impacts of implementation of the exception were not fully addressed. We believe that the SDEIS needs to provide analysis and discussion that addresses the following concerns and comments.

It has become increasingly apparent that our local climate is changing, these changes are real, and we believe they directly threaten our economic future. The SDEIS must have a robust analysis of climate change, updated to incorporate the best science on climate change, as well as take into account the potential impacts on local economies if the predicted direction of the changes in terms of warmer temperatures and increased drought unfold. As largely a resort, recreationally driven economy, San Miguel County is dependent on stability in the climate that will support the ski industry as well as the many other environmental assets that underpin our economy. We feel implementation of this proposal will exacerbate conditions we are already experiencing like warmer, shorter winters and prolonged drought conditions. The SDEIS must address these concerns including the potential impacts of this proposal on recreation in Gunnison and Delta Counties and elsewhere in Colorado. Also the impacts of climate change that would occur from the release of another 700 million tons of carbon into the environment on the future of agriculture in the region must be analyzed and discussed. The socioeconomic analysis in the SDEIS must fully address and quantify the costs to society as well as the benefits of reinstatement of this exemption.

In addition to the climate implications, we are also concerned with the emissions of nitrogen oxides and particulates associated with coal burning. San Miguel County has conducted studies of our alpine watersheds that conclude the excess nitrogen and eutrophication that is occurring in these basins is partially a result of atmospheric deposition of nitrogen associated with coal burning in the Four Corners Region. We have also been a non-attainment area for particulate pollution and have spent millions of dollars in reducing particulate levels in our county. We are dismayed at the degradation of visibility in our regional national parks and Wilderness Areas and throughout the County. We believe that the era of coal burning needs to begin to be wound down. Arch coal currently has additional leases that are estimated to last for the next 10 years and do not necessitate entry into a Roadless Area. Scientists have concluded that a large fraction of the known fossil fuel reserves, including and especially coal, must remain in the ground, unburned, to avoid the most severe impacts of climate change. Reinstatement of this exception would not be consistent with stated national policy to reduce fossil fuel combustion and move to a more sustainable energy policy. To us, it makes no sense that this reinstatement would occur at this time and the rationale to support this decision at this time must be fully documented in the SDEIS.

We are also concerned about the methane emissions that are occurring as a byproduct of mining coal in this area. We believe that the Forest Service is remiss in protecting our public interest if it allows these emissions to escape from mining operations exacerbating climate change and wasting a huge potential energy source. Methane capture and reuse should be a requirement of any coal mining that is conducted on our public lands. We believe that the Forest Service must fully discuss in the SDEIS the wisdom of and rationale for opening up another 350 million tons of coal, impacting 19,000 acres of otherwise protected Roadless Area, and releasing millions of tons of methane into the atmosphere in the process.

While we recognize jobs and some revenues are at stake in an area hit hard by the recession in Delta and Gunnison Counties, we also believe jobs and revenues are also at stake in our county as well as nationally resulting from ongoing climate change. We reject the premise that if this coal is not mined here other lesser quality coal will just be produced and burned elsewhere. We are supportive of the national and international direction that sets addressing climate change as a policy priority and moves us away from burning fossil fuels.

We look forward to full and complete analysis and discussion of these comments and concerns in the SDEIS.

Sincerely,

SAN MIGUEL COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS

Joan May, Chair

Memorandum

TO: BOCC
From: Linda Luther-Broderick, OSR Coordinator
Date: May 20, 2015
RE: Request by Norwood Fire Department for a \$70 waiver of use fees for use of the fairgrounds June 27 for the Star Spangled Saturday BBQ

The Norwood Fire Department sponsors Star Spangled Saturday the weekend before July 4. It consists of a community BBQ and children's games at the Pig Palace and on the Glockson Lot. This is the 4th year of the event.

Per county fairgrounds policy, the county waives the use fees for the first three years of a new event to allow the new event to get established. With the 4th year, a discounted user fee of \$6/hr. or \$35/per day is required unless the BOCC waives the fee.

The Norwood Fire District requests the use fee for Star Spangled Saturday be waived, per the attached letter from Ted Mueller, Norwood Fire Chief.

OSR staff recommends charging the discounted use fee per the policy once the three years have passed allowing new events to get established.

Suggested Motion to deny the Norwood Fire Department's request for a waiver of the use fee for use of county fairground facilities on Star Spangled Saturday.

May 11, 2015

DeeAnna Burbridge
Fairgrounds Manager
San Miguel County Fairgrounds

Dear DeeAnna,

The Norwood Fire Protection District would like the BOCC to consider this waiver request for fees for use of the Pig Palace and the Glockson lot for use during the annual Star Spangled Saturday on June 27. This is an event sponsored by the Norwood FPD for the members of our community and will include a BBQ and childrens games.

There will be no charge for the BBQ and events.

Please waive our fees of \$70 for the use of the facility.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Ted Mueller". The signature is written in black ink and has a long, sweeping tail that extends to the right.

Ted Mueller
Norwood Fire Chief

Public Hearing Record

Application: Subdivision Exemption for a Lot Line Adjustment: Lot J1 and Lot J2, Lawson Hill PUD

Date: May 20, 2015

1. San Miguel County Land Use Code (Adopted 11/30/90) with all amendments to date (By Reference Only).
2. San Miguel County Comprehensive Development Plan (Adopted 8/3/78) with all amendments to date (By Reference Only).
3. Memorandum to the San Miguel County Board of Commissioners from the San Miguel County Planning Department Staff dated May 20, 2015.
4. Public Hearing Notice published in The Norwood Post on April 29, 2015 and in the Telluride Daily Planet on May 1, 2015.
5. Application submitted by Monet Ragsdale, Leadership Circle LLC on behalf of Summit Mountain Properties, LLC dated April 13, 2015.
6. Certification of Compliance with the Public Noticing Requirements" dated May 13, 2015.
7. Email from Monet Ragsdale to Karen Henderson dated April 15, 2015.
8. Email from Pamela Hall, Lawson Hill Property Owners Co., to Karen Henderson dated May 12, 2015.
9. Letter from J. David Foley, County Surveyor, to Karen Henderson dated May 1, 2015.

MEMORANDUM

TO: San Miguel County Board of County Commissioners
FROM: San Miguel County Planning Department
RE: Subdivision Exemption for a Lot Line Adjustment for Lots J1 and J2, Lawson Hill PUD and Insubstantial PUD Amendment
DATE: May 20, 2015 [text/Lawson/lot.j1.j2.sub.ex.ipa]

Monet Ragsdale, on behalf of Summit Mountain Properties, LLC, owner of Lot J1 and J2, Lawson Hill PUD, seeks a Subdivision Exemption for a Lot Line Adjustment to move the lot line between Lot J1 and Lot J2 to move more square footage from Lot J1 to Lot J2, Lawson Hill PUD. Both lots are zoned Low Intensity Industrial (I) and are located in the upper Lawson Hill PUD between Alpine Lumber and the ball field on Tract 501W with access off the north side of Society Drive.

Lot J1 is currently 0.5150 acres with 6,000 sq. ft. of industrial space and Lot J2 is currently 0.3430 acres with 4,000 sq. ft. of industrial space for a total of 10,000 sq. ft. of industrial space. Lot J1 has an existing 1,248 sq.ft. office building and Lot J2 has an existing 5,197 sq. ft. building currently being used as a cross-fit gym (previously used by Summit Roofing).

The lot line adjustment will decrease the size of Lot J1 and increase the size of Lot J2 which will allow an increase the amount of parking space on Lot J2. Lot J2 is currently approximately 1,100 sq. ft. over the zoned approval. The transfer of industrial square footage will bring Lot J2 into compliance with the zoned square footage allocated for the lot as stated on the Lawson Hill Land Use Matrix.

The applicant is proposing to allocate 3,200 sq. ft. to Lot J1 and 6,800 sq. ft. to Lot J2. Lot J1 will have 8 assigned parking spaces, 3 spaces on Lot J1 and 5 spaces on Lot 501W and Lot J2 will have 5 spaces on Lot J2 and 10 spaces on Lot 501W. Lot 501W is the parking lot associated with the Lawson Hill ball fields. This parking arrangement on Lot 501W was finalized with an Insubstantial Plat and PUD Amendment to Lots J1 and J2 and Tract 501W in 2003.

The applicant is not requesting any change in the allowed uses or increase in the assigned square footage.

Subdivision Exemptions for a Lot Line Adjustment are one-step Board of County Commissioner reviews pursuant to Land Use Code Sections 3-501 B.I.iv. and 5-1203.

Notice of the Public Hearing for Lot J1 and J2 application before the Board of County Commissioners was published in the Norwood Post on April 29, 2015 and the Telluride Daily Planet on May 1, 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 Lawson Hill Property Owners Company.

County Surveyor Comments

In a May 1, 2015 letter County Surveyor J. David Foley provided a list of 5 survey comments that need to be addressed.

Planning Department Comments

Planning Department staff recommends approval of the amended Subdivision Exemption application finding the application to be consistent with Land Use Code Section 5-1203 specifically because its purpose is not to create a new lot or one that is substantially different in size or dimensions and the proposed Lawson Hill PUD Amendment is consistent with Land Use Code Section 5-1502 which will bring the zoning, square footage and parking into compliance with the allowed in the PUD Land Use Matrix and will bring both lots into compliance with the Matrix zoning criteria. Any approval should be conditioned upon the applicant addressing all County Surveyor comments.

Review Standards

LUC Section 5-1203 Subdivision Exemption for Lot Line Adjustments:

- A. The adjustment creates not more than the original number of lots or parcels.
- B. The purpose or effect of the lot line adjustment is not the creation of a new lot or parcel (that is one substantially different in size or dimensions) for development or resale purposes.
- C. In the case of conforming lots and parcels, any resulting lot or parcel shall conform to the minimum requirements for area and width established by the provisions of the Code.
- D. In the case of a nonconforming size lot or parcels, any resulting lot or parcel shall not increase in nonconformity.
- E. The Applicant shall prepare a subdivision exemption lot line adjustment map;

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.

LAWSON HILL PUD DEVELOPMENT PLAN LAND USE MATRIX (Amended September 9, 2010)

LOT #	AREA (Acres)	ZONE DISTRICT	ALLOWED USE	# UNITS	ZONED POP.	MAX RES FL AREA ¹	MAX ACC FL/UNIT ²	MAX ACC NON RES	SETBACKS ²⁸		HGT ³ PRMY	HGT ³ ACC	REQ'D PKG
									FRONT	REAR			
INDUSTRIAL/LIVE WORK LOTS													
A-1													
Hub-1	0.835	I	Notes 12 & 29					6,893			22-28 ²⁹		14
Hub-2AF	1.213	I	Notes 12 & 29/OS					13,776			22-28 ²⁹		30
Hub-2B	1.029	I	Notes 12 & 29					12,656			22-28 ²⁹		27
Hub-2C	1.729	I	Intercept Pkg.					0			22-28 ²⁹		175 ¹³
Hub-2D	1.011	I	Notes 12 & 29					15,344			22-28 ²⁹		33
Hub-2E	1.389	I	Notes 12 & 29					14,000			22-28 ²⁹		30
A-2	2.0900	I	Note 14					32,000	0		35		46
B-1	0.1800	I	Note 15					3,547	8		35		6
B-2	0.6700	I	Note 15					14,090	8		35		24
B-3	0.8600	I	Note 15					10,369	8		35		18
B-4	0.2510	I	Note 15					1,994	8		35		4
C	1.3000	I	Note 16	12	36	Total res. & non res.:		21,000	8		30		32
D	0.7110	I	Note 16	4	12	Total res. & non res.:		6,400	5		30		11
E	0.4690	I	Note 16	6	18	Total res. & non res.:		9,600	5		30		16
F-1	0.7400	I	Note 17					15,635	5		35		25 ³¹
F-2	0.4600	I	Note 16 & 18	2	6	Total res. & non res.		7,300	5		35		19
G	0.9110	I	Note 18					16,560	5		30		34
HI	1.8800	PUB	Note 20					30,000	5		24		75
J-1	0.5450 0.4390	I	Note 21					6,000 3,200	5		24		3 on J1, 95 on 501W
J-2	0.3430 0.4710	I	Note 21					4,000 6,800	5		24		-2.5 on J2, 6.10 on 501W

Legal Notices

REAL PROPERTY TAXPAYER REMEDIES

For tax years 2015 and 2016, the county assessor is required by law to appraise all real property at a June 30, 2014 level of value. Notices of valuation reflecting the 2015 values will be sent to owners of real property by May 1. The information used by the assessor to value your property is available for your review.

From May 1 through June 1, owners of real property may protest the value or the classification established by the assessor. This protest period provides an opportunity for taxpayers to inform the assessor of errors in classification, property description, or other discrepancies that may result in a reduction in value or a change in classification.

Protests to the assessor must be post-marked or presented in person on or before June 1. The assessor must make a decision concerning your protest and mail you a written Notice of Determination on or before the last working day in June. If you are satisfied with the assessor's determination, the tax bill you receive next January will be based on the value and classification reflected on the Notice of Determination.

If you disagree with the assessor's decision, you may file an appeal with the

county board of equalization. An appeal to the county board of equalization must be postmarked or hand delivered no later than July 15. The county board will notify you by mail of the hearing date, time, and location. You may present evidence to substantiate your case. Evidence includes documentation such as the sales prices of properties similar to yours that sold between January 1, 2013 and June 30, 2014. The county board will conclude hearings and render decisions by the close of business on August 5. The county board must mail you a decision within the business days of the date of its decision. If you are satisfied with the county board's decision, the tax bill you receive next January will be based on the valuation and classification reflected in the county board's decision.

If you disagree with the decision of the county board, you may file an appeal with the State Board of Assessment Appeals or the district court, or you may request a binding arbitration hearing. Your appeal must be made within 30 days of the date of the county board's mailed decision. For additional information regarding the appeal and appeal process, contact your county assessor at 970-728-3174.

If you disagree with the assessor's decision, you may file an appeal with the

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:

Vicki Ranta Eldsno David Sharbutt PO Box 475 PO Box 6990 Telluride CO 81435 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 09 AND DECS AT RECEPTION 403525 RECORDED 9 4 08 AT RECEPTION 403538

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:

Pauls Family Properties LLC 7876 Hwy 145 Telluride CO 81435

Pauls Family Properties LLC c/o Daniel A Gregory Gregory Golden & Landsayco LLC 1199 Main Avenue Suite 213 Durango CO 81301

EarthTech West II Ltd. PO Box 824 Norwood CO 81423

Pinnacle Assurance c/o J Gregory McAuliffe Horowitz & Burnett PC 1660 Lincoln St Suite 1900 Denver CO 80264

Colorado Department of Public Health & Environment c/o Kendall Griffin, Assistant Attorney General Natural Resources & Environment Section

SUNRISE LLC PO Box 83 Telluride CO 81435 1300 Broadway 7th Floor Denver CO 80203

PUBLIC HEARING NOTICE

San Miguel County has been asked to consider an application submitted by Chris and Mary James, 11694 Hwy 141, Egnar, CO 81325. The application seeks to vacate the portion of County Road K7 that is located east of State Highway 141 and the portion on the James parcel, located in the West End of San Miguel County.

The proposed road vacation will require two-step Planning Commission and Board of County Commissioners review pursuant to Land Use Code Section 3-601 J, Colorado Revised Statutes, Section 39-28-110, requires planning commission approval prior to the vacation of a county road, and Section 43-2-303, C.R.S., as amended, prescribes the process for vacation of public road rights-of-way.

(b) The board of county commissioners of any county may vacate any roadway or any part thereof located entirely within said county if such roadway is not within the limits of any city or town.

AND: UNIT B, RANTA SHOP BUILDING CONDOMINIUM LOT 35R BLOCK 3 TELLURIDE ACC TO PLAT BK 1 PG 3985-3987 REC 9 3 09 AND DECS AT RECEPTION 403525 RECORDED 9 4 08 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 2009; that said land, lot or premises were taxed in the name of Vicki Ranta Eldsno for said year 2009; 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 9th day of April 2015. /s/ Janice M. Stout Treasurer in and for the County of San Miguel State of Colorado

Leo M Weiss, Esquire Office of the United States Trustee 99 16th St Suite 1951 Denver CO 80202

You and each of you are hereby notified that on the 28th day of November, 2011, then County Treasurer of the County of San Miguel, in the State of Colorado, sold at public tax lien sale to Justin Sharbutt, the following described delinquent taxes for land, lot or premises situated in the County of San Miguel, State of Colorado, to-wit:

LOT 425 NO 3 LAWSON HILL PHASE 9 ACC TO PLAT REC 9 12 96 IN PLAT BK 1 PG 2111 AND 2112 CONT 1.723 AC

Said County Treasurer issued a certificate of purchase therefore to Justin Sharbutt, that said tax lien sale was made to satisfy the delinquent taxes assessed against said land, lot or premises for the year 2010; that said land, lot or premises were taxed in the name of SUNRISE LLC for said year 2010; that Justin 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 Justin 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 16th day of April 2015. /s/ Janice M. Stout Treasurer in and for the County of San Miguel State of Colorado

A public meeting on the above proposal will be held by the San Miguel County Planning Commission on May 13, 2015, in the Second Floor Meeting Room, Miramonte Building, 333 West Colorado Ave., Telluride, CO 81435, Colorado, 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. Please call the San Miguel County Planning Department at 970-728-3083 for the time of this meeting or for more information regarding this application.

Written comments of more than one page may not receive full consideration if not received by NOON May 6, 2015. Send written comments to: San Miguel County Planning Department, P.O. Box 548, Telluride, CO 81435 or karenh@sanmiguelcounty.co.

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

COMBINED NOTICE - PUBLICATION CRS §38-33-101 FORECLOSURE SALE NO. 2015-03

To Whom It May Concern: This Notice is given with regard to the following described deed of trust:

On February 13, 2015, the undersigned Public Trustee caused the Notice of Election and Demand relating to the Deed of Trust described below to be recorded in the County of San Miguel records.

Original Beneficiary(s) Jonathan Michael Augusto Original Grantor(s) Mortgage Electronic Registration Systems, Inc., as nominee for American National Bank Current Holder of Evidence of Debt Deed(s) Bank National Trust Company as Trustee for GSAA HET 2007-2

Date of Deed of Trust September 22, 2008 County of Recording San Miguel Recording Date of Deed of Trust September 22, 2008

Recording Information (Reception No. and/or Book/Page No.) 357283

Original Principal Amount \$205,600.00

Outstanding Principal Balance \$205,632.89

Pursuant to CRS §38-33-101(4)(v), you are hereby notified that the covenants of the deed of trust have been violated as follows:

failure to pay principal and interest when due together with all other payments provided for in the evidence of debt secured by the deed of trust and other violations thereof. THE LIEN FORECLOSED MAY NOT BE A FIRST LIEN.

Unit G2, Mendota Residences, a common interest community, according to the Declaration of Covenants, Conditions and Restrictions for Mendota Residences recorded April 18, 2008 at Reception no. 333545 and the First Amendment thereto recorded May 26, 2008 at Reception no. 33354, and according to the Condominium Map for Mendota Residences recorded April 18, 2008 in Plat Book 1 at pages 3640, Reception no. 333545 and the First Amendment thereto recorded May 26, 2008 in Plat Book 1 at pages 3558, Reception no. 334399, TOGETHER WITH (i) parking L.C.E. Unit G2; and (ii) Storage L.C.E. Unit G2, County of San Miguel State of Colorado.

Also known by street and number as: 503 West Colorado Avenue Unit G2, Telluride, CO 81435. THE PROPERTY DESCRIBED HEREIN IS ALSO KNOWN AS 503 WEST COLORADO AVENUE UNIT G2, TELLURIDE, CO 81435.

THE PROPERTY DESCRIBED HEREIN IS ALSO KNOWN AS 503 WEST COLORADO AVENUE UNIT G2, TELLURIDE, CO 81435. THE PROPERTY DESCRIBED HEREIN IS ALSO KNOWN AS 503 WEST COLORADO AVENUE UNIT G2, TELLURIDE, CO 81435.

THE PROPERTY DESCRIBED HEREIN IS ALSO KNOWN AS 503 WEST COLORADO AVENUE UNIT G2, TELLURIDE, CO 81435.

NOTICE OF SALE The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and in

PUBLIC HEARING NOTICE

The San Miguel County Board of Commissioners has been asked to consider an application submitted by Monet Ragsdale, on behalf of Summit Mountain Properties, P.O. Box 239, Montrose, CO 81402. The application seeks a Subdivision Exemption for a Lot Line Adjustment to adjust the lot line between Lots J1 and J2, Lawson Hill PUD and an Industrial PUD Amendment to amend the Lawson Hill PUD Map to show the changes in lot size, square footage and parking requirements. Both lots are zoned Low Intensity Industrial (I) and are currently developed for various uses allowed through the PUD zoning. Subdivision Exemptions are a one-step Board of County Commissioners Review Process.

A Public Hearing on the above proposal will be held by the Board of Commissioners on May 20, 2015, at 10:00 A.M. in the

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:

Pauls Family Properties LLC 7876 Hwy 145 Telluride CO 81435

Pauls Family Properties LLC c/o Daniel A Gregory Gregory Golden & Landsayco LLC 1199 Main Avenue Suite 213 Durango CO 81301

EarthTech West II Ltd. PO Box 824 Norwood CO 81423

Pinnacle Assurance c/o J Gregory McAuliffe Horowitz & Burnett PC 1660 Lincoln St Suite 1900 Denver CO 80264

Colorado Department of Public Health & Environment c/o Kendall Griffin, Assistant Attorney General Natural Resources & Environment Section

SUNRISE LLC PO Box 83 Telluride CO 81435 1300 Broadway 7th Floor Denver CO 80203

Leo M Weiss, Esquire Office of the United States Trustee

said Deed of Trust. THEREFORE, Notice is Hereby Given that I will at public auction, at 10:00 A.M. on Thursday, 07/16/2015, at 305 W. Colorado Avenue, East entry, Telluride, CO, sell to the highest and best bidder for cash, the said real property and all interest of the said Grantor(s), Grantor(s) heirs and assigns therein, for the purpose of paying the indebtedness provided in said Evidence of Debt secured by the Deed of Trust, plus attorneys' fees, the expenses of sale and other items allowed by law, and will issue to the purchaser a Certificate of Purchase, all as provided by law.

First Publication 4/22/2015 Last Publication 5/20/2015 Name of Publication The Norwood Post & Telluride Daily Planet

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED.

IF THE BORROWER BELIEVES THAT A LENDER OR SERVICER HAS VIOLATED THE REQUIREMENTS FOR A SINGLE POINT OF CONTACT IN SECTION 38-33-103.1 OR THE PROHIBITION ON DUAL TRACKING IN SECTION 38-33-103.2, THE BORROWER MAY FILE A COMPLAINT WITH THE COLORADO ATTORNEY GENERAL, THE FEDERAL CONSUMER FINANCIAL PROTECTION BUREAU (CFPB), OR BOTH. THE FILING OF A COMPLAINT WILL NOT STOP THE FORECLOSURE PROCEEDINGS.

Colorado Attorney General 1300 Broadway, 10th Floor Denver, Colorado 80203 (800) 222-3434 www.coloradoattorneygeneral.gov Federal Consumer Financial Protection Bureau P.O. Box 4503 Iowa City, Iowa 52244 (855) 411-2372 www.consumerfinance.gov

DATE: 04/23/2015 Janice M. Stout, Public Trustee in and for the County of San Miguel, State of Colorado By: /s/ Janice M. Stout, Public Trustee

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is: David Shore #1997 Edward P. O'Brien #11572 Scott D. Tosbin #19011 Martin H. Shore #1620

Attest: Myself and Shere PC 5347 S. Valencia Way, Suite 100, Greenwood Village, CO 80111 (303) 671-1080 Attest: Myself and Shere PC 5347 S. Valencia Way, Suite 100, Greenwood Village, CO 80111 (303) 671-1080

Attest: Myself and Shere PC 5347 S. Valencia Way, Suite 100, Greenwood Village, CO 80111 (303) 671-1080

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Attest: Myself and Shere PC 5347 S. Valencia Way, Suite 100, Greenwood Village, CO 80111 (303) 671-1080

Second Floor Meeting Room, Miramonte Building, 333 West Colorado Ave., Telluride, Colorado, 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 May 13, 2015. Send written comments to: San Miguel County Planning Department, P.O. Box 548, Telluride, CO 81435 or karenh@sanmiguelcounty.co.

The meeting on this proposal is not limited to those receiving copies of this notice. If you know of any neighbor or potentially affected person 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.

599 18th St Suite 1551 Denver CO 80202

You and each of you are hereby notified that on the 28th day of November, 2010, 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:

LOT 425 NO 4 LAWSON HILL PHASE 9 ACC TO PLAT REC 9 12 96 IN PLAT BK 1 PG 2111 AND 2112 CONT 1.652 AC (FIRST AMEND PLAT BK 1 PG 2410 7 28 93 AND PLAT BK 1 PG 2548 5 10 99 AND SUNST PLAT PUB AMEND BK 1 PG 2604 8 2 99

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 2010; that said land, lot or premises were taxed in the name of SUNRISE LLC for said year 2010; 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 16th 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.

Planet Classifieds

Norwood Longterm



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

Ridgway Long Term

Ridgway, House Downtown, 2BR/1BA, Year Lease, Washer/Dryer, No Smoking/Pets, \$850.00 per Month, F/L & \$500.00 Security, Utilities not included. 970-596-5112

Telluride Long Term

2 bedroom, 2 bath Last Dollar Development condo for rent. 10 minute drive into town, 360 degree views. \$1950 a month. Please call 729-0735

In Town:
Furnished 1bed/bath, parking. No pets/smoking. 1st/Last/Security. Available 5/1/15 \$1,250+utilities. Min-1 yr. lease.

Furnished 1bed/1bath, common Hot Tub/Pool. No pets/smoking. 1st/Last/Security. Available 5/1/15 \$1,150+utilities. Min-1 yr. lease.

Elder Creek:
1bed/1bath+loft, Gas stove, W/D, D/W, corner unit. No pets/smoking. Available 5/15/15 \$1,150+utilities. Min-1 yr. Lease.

970-728-5515

Small Unfurnished 2bed/1bath Condo. 1 block to gondola. All new paint, wood floors, appliances and 1 parking space. No pets/smoking. Minimum 1yr lease. First/Last/Damage. Prefer couple or single. Available May 1st \$1800/mo 970-241-7328

Telluride Lodge 3Bed/2-1/2Bath - Very Nice No Pets/Smoking \$3500/mo + First/Last/Security 1 year lease Renter to pay Gas/Electricity/Internet 970-729-0854



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 this summer. Please call JJ, Nevasca Realty @ #970-729-00

Real Estate

Homes

Down Valley Home!
Custom 3bed/2bath
2,134 sq ft. 1.12 acre lot.
Asking \$560,000
Call Kiplynn Smith, TREC
970-729-1759

Homes

\$240,000 NORWOOD, 6 acres, 3 bedrooms, 1 1/2 bath, workshop, full unfinished basement. Barn/Garage. Fenced garden area and chicken house. Call 970-327-4789 for an appointment. View on Craigslist Western Slope

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



Elder Creek condo, 2 bed 2 bath. Sunny, great views, pets, stove no transfer tax, low fees. \$310,000 Brokers Protected 970 708 7816 cjodg@gmail.com

Commercial Properties

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

TOWN OF MOUNTAIN VILLAGE NOTICE

Notice is hereby given that the following Ordinances passed on the first reading at the Town of Mountain Village Town Council meeting held April 23, 2015. The second reading, public hearing and final Council vote will take place on Thursday, May 21, 2015 at 8:30 a.m. in the 2nd floor conference room, Mountain Village Town Hall, Mountain Village. A copy of these Ordinances are available for review during regular business hours in the office of The Mountain Village Town Clerk, 455 Mountain Village Blvd., Suite A, Mountain Village or on the website at www.townofmountainvillage.org

Ordinance to Place Restrictions on the Maximum Density and Other Requirements on Lot 640A

Ordinance to Amend the Community Development Code (CDC) at (A) Section 17.4.14(F)(3) to Revise the Criteria for Allowing Ski Lifts on Private Lots; and (B) Section 17.8.9 to Meet or Exceed San Miguel County Open Burning Regulations; (C) Section 17.3.4(F)(4) to Allow for the Re-subdivision and Rezoning of Single-Family Lots Subject to Modified Criteria; and (D) Miscellaneous Amendments to the CDC to Accomplish the Foregoing

Ordinance Establishing Town Council Compensation Package

Ordinances will be codified and incorporated into the Town of Mountain Village Municipal Code prior to effective date or as soon practicable after an emergency ordinance has passed.

PUBLIC HEARING NOTICE

The San Miguel County Board of Commissioners has been asked to consider an application submitted by Monet Rapadele, on behalf of Summit Mountain Properties, P.O. Box 239, Montrose, CO 81402. The application seeks a Subdivision Exemption for a Lot Line Adjustment to adjust the lot line between Lots J1 and J2, Lawson Hill PUD and an Insubstantial PUD Amendment to amend the Lawson Hill PUD Matrix to show the changes in lot size, square footage and parking requirements. Both lots are zoned Low Intensity Industrial (I) and are currently developed for various uses allowed through the PUD zoning. Subdivision Exemptions are a one-step Board of County Commissioner Review Process.

A Public Hearing on the above proposal will be held by the Board of Commissioners on May 20, 2015, at 10:00 A.M. in the Second Floor Meeting Room, Miramonte Building, 333 West Colorado Ave., Telluride, Colorado, at which time you may appear in person or by agent or attorney, in opposition to or in support of the proposed request.

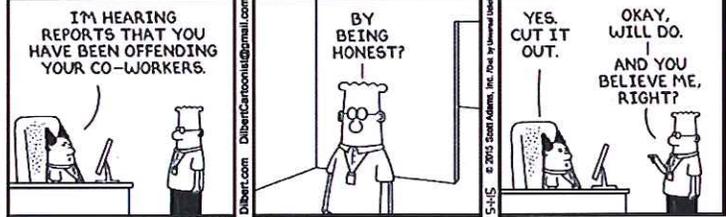
Written comments of more than one page may not receive complete consideration if not received by noon May 13, 2015. Send written comments to: San Miguel County Planning Department, P.O. Box 540, Telluride, CO 81435 or karen@sanmiguel-county.co.gov.

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

NON-SEQUITUR: WILEY MILLER



DILBERT: SCOTT ADAMS



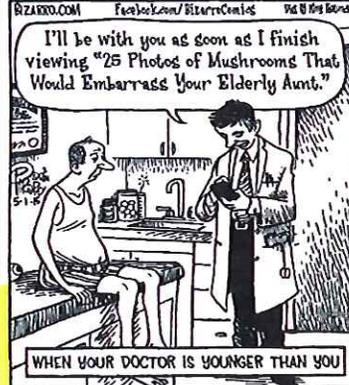
MONTY: JIM MEDDICK



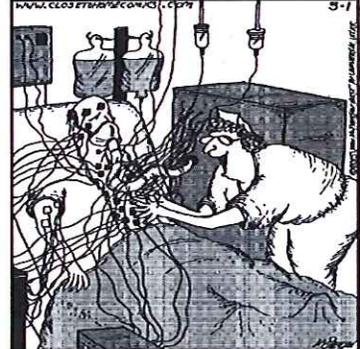
FOR BETTER OR FOR WORSE: LYNN JOHNSTON



BIZARRO: DAN FIRARD



CLOSE TO HOME: JOHN MCPHERSON



			7		9
8	1		3	9	
2				6	
1			8		7
	7	1	5	2	3
	9		4		5
			7		4
		3	6		1
	4		9		

UNIVERSAL SUDOKU

Complete the grid so that every row, column and 3x3 box contains every digit from 1 to 9 inclusively.

Difficulty rating: 5

Previous puzzle solution:

4	7	5	6	1	9	3	2	8
8	9	1	3	7	2	5	6	4
2	3	6	5	8	4	9	1	7
6	1	8	2	5	3	7	4	9
7	4	3	1	9	6	2	8	5
9	5	2	8	4	7	1	3	6
5	2	4	7	3	8	6	9	1
3	8	7	9	6	1	4	5	2
1	6	9	4	2	5	8	7	3

RECEIVED
4-13-15

Summit Mountain Properties LLC
Po Box 239
Montrose, CO 81402

February 4, 2015

San Miguel County Planning Department
Karen Henderson
PO Box 548
Telluride, CO 81435

RE: Lot J1 & J2 Lawson Hill

Karen:

Summit Mountain Properties is the owner of lots J1 and J2 in Lawson Hill. Leadership Circle LLC and its employees have my permission to seek the necessary approvals required for a lot line adjustment, insubstantial amendment to the PUD, and development permits for the use on Lot J2 and for the stairs from lot J2 to Tract 501-W. Please feel free to contact me at 970-249-3398 should you have any questions.

Sincerely,



Matthew Miles
Summit Mountain Properties LLC

*Summit Mountain Properties LLC
Po Box 239
Montrose, CO 81402*

Lot J1 & J2 Lawson Hill PUD
Lot Line Adjustment Narrative

The purpose of this application is to adjust the lot line between Lots J1 and J2, decreasing the size of lot J1 and increasing the size of lot J2. The reason for adjusting the lot line is to create more parking on lot J2.

Per LUC section 5-1203 Lot Line Adjustments, a lot line adjustment may be permitted provided that:

5-1203A The Adjustment creates not more than the original number of lots or parcels.

The adjustment simply moves the boundary line between lots J1 and J2. No new parcel is created.

5-1203B The purpose or effect of the lot line adjustment is not the creation of a new lot or parcel (that is one substantially different in size or dimensions) for development or sale.

The lot line adjustment is minor, moving less than 5,000 sf from lot J1 to lot J2 simply to allow for an increased number of parking spaces on lot J2. Neither parcel is substantially different in size or dimension than before the lot line adjustment.

5-1203C In the case of conforming lots and parcels, any resulting lot or parcel shall conform to the minimum requirements for area and width established by code.

The Lawson Hill PUD Development Plan Land Use Matrix does not set minimum requirements for area or width for either lot J1 or lot J2. Both parcels are already developed and both meet the setbacks per the matrix (5' on each side).

5-1203D In the case of nonconforming size lots or parcels, any resulting lot or parcels shall not increase in nonconformity.

N/A. The parcels are conforming.

5-1203E The applicant shall prepare a subdivision exempt lot line adjustment map.

Lot line adjustment map prepared by Foley & Associates is attached.

Lot J1 & J2 Lawson Hill PUD
Insubstantial Amendment to PUD narrative

The purpose of this application is to reallocate approved non-residential square footage between Lots J1 and J2, decreasing the square footage on lot J1 and increasing the square footage on lot J2. The reason for reallocating the square footage is to correct an error that resulted in lot J2 exceeding the allowable square footage. Currently lot J1 is allocated 6,000 non-residential square feet and lot J2 is allocated 4,000 non-residential square feet for a total of 10,000 square feet. The application seeks to allocate 6,800 square feet to lot J2 and 3,200 square feet to lot J1 for a total of 10,000 square feet.

Parking J1 = 7
J2 = 14

Per LUC section 5-1502 Insubstantial Amendment, an insubstantial amendment may be permitted. The following shall not be considered an insubstantial amendment:

5-5102A A change in use or character of the development.

This application will not change the use or character of Lawson Hill, it simply reallocates already approved square footage between two adjoining parcels.

5-1502B An increase by greater than three percent in the overall coverage of structures on the land.

This application will not increase coverage of structures on the land beyond what is already approved for the 2 parcels.

5-1502C Any amendment that substantially increases trip generation rates of the proposed development, or demand for public facilities.

This application will not increase trip generation rates or demand for public facilities as there will be no increase to existing, approved square footage simply a reallocation.

5-1502D A reduction by greater than three percent of the approved open space.

This application will not reduce open space.

5-1502E A reduction by greater than one percent of the off street parking and loading space.

This application will not reduce existing parking spaces.

5-1502F A reduction in required pavement widths or rights-of-way for streets and easements.

N/A. This application does not address pavement or rights-of-way.

5-1502G An increase of greater than two percent in the approved gross leasable floor area of commercial buildings.

While the lots are commercial, there is no increase in floor area, the application is to simply reallocate the allowable floor area between the two parcels.

5-1502H An increase of greater than one percent in the approved residential density of the proposed development.

N/A. Lots J1 and J2 are not residential lots.



Karen Henderson <karenh@sanmiguelcountyco.gov>

Parking allocation lots J1 and J2

1 message

monet@leadershipcirclellc.com <monet@leadershipcirclellc.com>

Wed, Apr 15, 2015 at 9:48 AM

To: Karen Henderson <karenh@sanmiguelcounty.org>

Karen-

Here is how I would like to distribute the required parking for each lot:

J1 – 3 spaces on J1 and 5 on 501W

J2- 5 spaces on J2 and 10 on 501W

Please let me know if this is ok. I know our site plan shows more spaces than this currently but I am thinking about future flexibility for remodel or reconstruction like you suggested.

Thanks

Monet Ragsdale

Development Director

Leadership Circle, LLC

1521 Oxbow Dr Ste 210

PO Box 239

Montrose, CO 81402

[\(970\) 249-3398](tel:(970)249-3398) office

[\(970\) 497-0066](tel:(970)497-0066) cell

CONFIDENTIALITY NOTICE: This e-mail message and any attachments contain confidential and/or privileged information for the sole use of the intended recipient. If you are not the intended recipient, you may not read, disseminate, distribute or copy this e-mail message or any attachments. Please notify the sender immediately by reply e-mail if you received this e-mail message by mistake and delete this e-mail message and any attachments from your system. E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, delayed, incomplete, or contain viruses. The sender, therefore, does not accept liability for any errors or omissions in the contents of this e-mail message or any attachments, which arise as a result of e-mail



Karen Henderson <karenh@sanmiguelcountyco.gov>

J-1 and J-2 Application

1 message

Lawson Hill POC <lawsonhill@gmail.com>

Tue, May 12, 2015 at 1:54 PM

To: Karen Henderson <karenh@sanmiguelcounty.org>, Karen Henderson <karenh@sanmiguelcountyco.gov>

Hi Karen,

Just a quick update, we have no issues with the proposed exemption for a lot line adjustment between Matt Miles two properties J-1 and J-2 and the transfer of density We have been working with Monet Ragsdale as the representative for the applicant and have begun processing their application through our DRB process. The one thing we are waiting on is for them to stake the proposed steel stairway between J-2 and primarily located on 501W. If it looks feasible and will not impact our landscaping or trail we will likely grant an easement. We have concerns relating to how it will fit and cannot make an educated decision until it is laid out in the field.

Thank you,

Pam

--

Pamela Hall
Lawson Hill Property Owners Co.
P.O. Box 3927
Telluride, CO 81435
[970-728-5893](tel:970-728-5893)

Fidelity National Title Insurance Company
COMMITMENT
SCHEDULE A

Commitment No: 598-F0505609-397-SD1

1. Effective Date: January 28, 2015 at 7:00 A.M.

2. Policy or policies to be issued:

Proposed Insured	Policy Amount
(a) None	\$0.00

For informational purposes

\$

\$

3. The estate or interest in the land described or referred to in this Commitment is:

A Fee Simple

4. Title to the estate or interest in the land is at the Effective Date vested in:

Summit Mountain Properties, LLC, a Colorado limited liability company

5. The land referred to in this Commitment is described as follows:

See Attached Legal Description

(for informational purposes only) 135 Society Dr, 137 Society Dr, Telluride, CO 81435

PREMIUMS:

informational commitment: \$550.00

Attached Legal Description

Parcel 1:

Lots J1, Substantial Amendment to Lot J, Lawson Hill Phase 1, according to the Plat November 6, 1992 in Plat Book 1 at Page 1373, and the Replat of Lots J1 and J2, Lawson Hill P.U.D Filing 1 recorded October 9, 2003 in Plat Book 1 at Page 3199,
County of San Miguel,
State of Colorado.

Parcel 2:

Lots J2, Substantial Amendment to Lot J, Lawson Hill Phase 1, according to the Plat November 6, 1992 in Plat Book 1 at Page 1373, and the Replat of Lots J1 and J2, Lawson Hill P.U.D Filing 1 recorded October 9, 2003 in Plat Book 1 at Page 3199,
County of San Miguel,
State of Colorado.

J. David Foley
San Miguel County Surveyor
P. O. Box 825, Ophir, CO 81426
Phone/ Fax 970-728-9998
surveyfoley@gmail.com

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

May 1, 2015

Re: Insubstantial PUD Amendment/Subdivision Exemption for Lot Line Adjustment of
Lots J1 and J2 of the Lawson Hill PUD

I have reviewed the plat received by mail from the County Planning Dept. on
approximately April 20, 2015 and have the following comments:

1. Add a Basis of Bearings statement. (CRS 38-51-106(e))
2. Indicate the vacated lot line
3. Define the abbreviations used for (M) and ® in the Legend.
4. The No Build Covenant along the westerly line of Lot J2R appears to overlap
onto Lot J2R. If so, please show dimensions of the portion that overlaps.
5. Show more ties for the Easement at Reception No. 342658 and 343736 at each
crossing of the property line (SMC LUC 4-513 F.)

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

Sincerely,

J. David Foley
San Miguel County Surveyor



BoCC schedule

1 message

Brantingham, Eric - FS <ebrantingham@fs.fed.us>

Tue, May 12, 2015 at 3:23 PM

To: "johnh@sanmiguelcounty.org" <johnh@sanmiguelcounty.org>

John,

Can you fit me into the schedule for May 20th? I will have a brief presentation and discussion (hopefully) about current weather patterns and predictions for the summer fire season. What would be the possibility of doing a power point presentation for them in Telluride? Can you have a computer and projector for me and I will bring presentation on the thumb drive? If it is a pain in the backside I can do it all with hard copy hand outs as well. Either way.

Thanks!!



Eric Brantingham
Assistant Fire Management Officer

Norwood Ranger District

Forest Service

Grand Mesa, Uncompahgre, Gunnison National Forest

p: 970-327-4261 x4355

c: 970-729-0562

ebrantingham@fs.fed.us

1150 Forest Street
Norwood, CO 81423

www.fs.fed.us



Caring for the land and serving people

SAN MIGUEL REGIONAL HOUSING AUTHORITY

Date: May 14, 2015
To: **SMCHA Board**
From: SMRHA
Meeting Date: **May 20, 2015**
Re: **Newman exception request**
Attachments: Application for Exception

Purpose

Consideration of a request by Rebekah Newman for an exception to Sections 5-1305.B. [Definitions], 5-1305.C. [Ownership, Use and Occupancy Regulations] 5-1305 F. [Procedure for Selling and Renting Affordable Housing] of the San Miguel County R-1 Deed Restriction relating to LH 314-8 a.k.a., 576 Society Drive.

Overview

In 1999, Michael White purchased the Lawson Hill Lot 314-8. In 2000, Rebekah Newman-White was added to the Title. In March of 2004, the first deed of trust on the unit was between Samuel Newman (Rebekah's father) and Michael White and Rebekah Newman-White for \$200,000.00. In April of 2014 another \$250,000.00 deed of trust from Chase was placed on the property and the loan for \$200K was released. In July of 2004, a new deed of trust from Samuel Newman in the amount of \$405,000.00 was placed on the property. In May of 2007 the Chase loan for \$200,000.00 was released. In December of 2010, Samuel Newman foreclosed on the property and received his Certificate of Purchase and Confirmation Deed in April of 2011. Per information provided by Rebekah Newman the foreclosure was initiated in order to keep it out of the division of property during the divorce.

Samuel Newman never lived in the Unit nor applied to Qualify as Owner or Occupant. Rebekah Newman has been living in the Unit.

In November 2014, as part of the general compliance update, Samuel Newman was sent an NOV to 576 Society Drive and to Pennsylvania his home address. The letter to Society Drive was returned "undeliverable" in December 2014.

Then in March 2015, Rebekah Newman contacted SMRHA regarding non-compliance. It was understood that the father was an unqualified owner and had one year from the Notice of Violation to become compliant. Rebekah subsequently submitted an application to own the Unit and was certified as Qualified to own by SMRHA. She has been residing in the unit during her father's ownership. In April, after Ms. Newman received a letter stating she was qualified to own the unit, the father Quit claimed the unit back to Ms. Newman and she also submitted an exception application for a Leave of Absence.

Mr. Newman and Rebekah Newman have recorded a Deed of Trust on the property for \$475,000.00. Ms. Newman believes the property will appraise for \$600,000.00. An exemption to payment on the transfer was also filed, so no RETA was paid on this transfer either.

Rebekah Newman's exception application is for a Leave of Absence and permission to rent the Unit while attending school for a graduate degree in Museum Studies in New York City. Her payment for school was submitted on April 2nd so Ms. Newman and her father knew she would be leaving the area.

She is currently a local attorney with an office in the Town of Telluride. She does state she is planning on returning to Telluride once finished with school.

Applicable Guidelines

5-1305 B. Definitions

VII. "Employee" shall mean a person who has earned his living primarily within the Telluride R-1 School District by having worked there an average of 30 hours per week for at least eight months of the past year and maintains primary and sole Residence in San Miguel County, Montrose County, Ouray County or Dolores County. The Housing Authority shall determine whether a person qualifies as an Employee based on criteria including, but not limited to, percent of income earned within the Telluride R-1 School District, place of voter registration, place of automobile registration, driver's license address, income tax records and public service involvement within the Telluride R-1 School District community. A person not otherwise meeting the definition of Employee may be qualified as an Employee by the Housing Authority or its designee if that person is more than 60 years of age and has been employed in the Telluride R-1 School District for at least five out of the previous eight years. Determination of Employee eligibility by the Housing Authority's designee may be appealed to the Housing Authority.

5-1305 C. Ownership, Use and Occupancy Regulations

- II. No Employee shall be permitted to own or occupy Affordable Housing if such Employee, such Employee's spouse or such Employee's dependent owns any material interest, direct or indirect, in a "Single-family Residence," "Condominium" or "Lot" zoned for "Residential Use" (as such terms are defined in Article 6 of this Land Use Code) located elsewhere in San Miguel County, Montrose County, Ouray County or Dolores County...
- III. The use and occupancy of Affordable Housing shall be limited exclusively to Employees, their spouses and children and other immediate family members.
- IV. An Affordable Housing unit shall be the primary and sole Residence of the occupying Employee(s).

5-1305 F. Procedure for Selling and Renting Affordable Housing

- I. No Affordable Housing may be sold or rented without submission of written notice of intent to sell or rent the Affordable Housing to the Housing Authority. Such written notice must be submitted to the Housing Authority or its designee at least 30 days prior to offering or listing for sale or five days prior to leasing of the Property.
- IV. For rentals of Affordable Housing only, the Housing Authority shall qualify an Employee for occupancy based upon demonstration of intent to be employed for at least eight months within the next 12 months. In making a determination about the applicant's intent, the Housing Authority may rely upon evidence including but not limited to: work patterns and written references, income tax records, current employment within the Telluride R-1 School District, percent of income earned from employment sources and public service involvement.

The Board has the discretion to determine whether the Applicant's circumstances are compelling and meet the Review Standards.

5-1306 C. Exceptions to Definition of Employee

- III. Applications for discretionary exceptions to Section 5-1305 shall be heard by the governing Board of The Housing Authority:
 - a. Conditions for discretionary exception:
 - i. The Owner of an Affordable Housing Property desires a leave of absence greater than one year for purposes of travel, schooling, temporary job assignment or other reasonable purpose, or;

- ii. The applicant establishes other compelling circumstances, which shall not include financial hardship, justifying an exception.

VI. d. Review Standards. All applications must be found, in the sole discretion and judgment of the Housing Authority, to be consistent with the purpose and intent of Section 5-1305 of the Land Use Code.

Summary of Discussion SMRHA Board on May 11, 2015:

The SMRHA Board had a lengthy discussion about this exception. One Board member commented about the public pushing back on exceptions particularly about rental, but also in general about granting exceptions. Another Board member commented that this was an exception built into the Guidelines, someone furthering their education, and that another one had been approved last year. After a bit more discussion the Board asked the Applicant if the conditions proposed were acceptable and all were except the maximum limit on the rent of \$1850.00, but the rent being calculated based on the net income of the renter's household was acceptable. The Board asked where the \$1850.00 came from and the E.D., Diaz, stated it was a number in between rent maximums within the Telluride Guidelines and was not based on any particular income level. After calculations and additional discussions about stating a date for the unit to be rented and occupied, in addition to the Applicant stating a preference for \$2200.00 as the rent limit, the Board was ready to make a motion in favor of the exception request.

Analysis:

The unit has been occupied by Ms. Newman, but it has been on the non-compliant list since the foreclosure in 2010. The unqualified owner, Ms. Newman's father, Samuel Newman, foreclosed on the unit and then waited four years to Quit Claim it back to the Ms. Newman. He could have done that years ago and not been an unqualified owner, making her an unqualified tenant. He remained non-respondent while the owner of the deed restricted unit and Ms. Newman, as an attorney and former owner, was aware it was deed restricted. Lawson Hill is again in demand and this unit could help a household transition from rental to ownership. Renters will be providing straight income to Ms. Newman. This size single family unit is currently in demand with local families looking to purchase. It does not have some of the complications near-by units have with being overburdened and with an appraisal it should be priced to sell. Historically, in the region, owners who have left the region for multiple years have not returned and have had to sell the unit years later after collecting rent from a local household. Their continued education often does not correlate to returning to work in Telluride in their new field of study, which ultimately plays into the decision to not return.

SMRHA Board Motion- passed 3-0:

- 1) The SMRHA Board recommends granting a discretionary exception based upon the following compelling circumstance: 1) the property is now compliant; 2) the house was built by the Applicant and has equity; 3) the request is consistent with other exceptions approved by this authority; 4) the basis for rental is to further her education; and the applicant expressed a willingness to rent with the conditions in the memo and recommends the following conditions:
 - Ms. Newman is allowed to rent the property LH 314-8, to a qualified household for a rent not to exceed 30% of the applicant's net income at time of application as calculated by SMRHA and the rent will not change for the term of the lease and cannot exceed \$2200.00;
 - All tenants must apply with SMRHA prior to leasing/occupying the unit and provide a letter from SMRHA verifying they are a qualified household;
 - The lease shall be for no less than 12 months, permitting a maximum of 2 leases while Ms. Newman is in school and she will provide a copy of the fully executed lease within 5 days to SMRHA;
 - The property will be leased by August 15, 2015 and occupied no later than

September 1, 2015;

- Ms. Newman will provide a copy of her enrollment and payment each semester until graduation and a copy of her degree;
- Ms. Newman will have the unit appraised by a Colorado-certified appraiser, at her expense, before July 15, 2015. The appraisal shall be provided to SMRHA and shall be the initial asking price for the unit if Ms. Newman does not return in 2 years and provide employment within 60 days and then qualify within the next 6 months or if she selects to sell the unit prior to her return. The price of the unit may not exceed the appraised price and the appraised price is not a guarantee of actual sales price;
- Ms. Newman has 60 days to provide employment information and 8 months from her return to provide SMRHA with income and employment information and receive notification she is considered qualified;
- The County is authorized to execute an exception agreement as prepared by the County Attorney's Office.

Recommendations for Consideration:

- 2) The SMCHA Board cannot grant a discretionary exception because we found no compelling circumstance. We recommend the unit be listed for sale based on an appraised price as the unit was acquired through a quit claim deed and there is no sale price for this recent transaction.

OR

- 3) The SMCHA Board grants a discretionary exception based upon the following compelling circumstance: _____ and recommends the following conditions:

- Ms. Newman is allowed to rent the property LH 314-8, to a qualified household for a rent not to exceed 30% of the applicant's net income at time of application as calculated by SMRHA and the rent will not change for the term of the lease and cannot exceed \$ _____;
- All tenants must apply with SMRHA prior to leasing/occupying the unit and provide a letter from SMRHA verifying they are a qualified household;
- The lease shall be for no less than 12 months, permitting a maximum of 2 leases while Ms. Newman is in school and she will provide a copy of the fully executed lease within 5 days to SMRHA;
- The property will be leased by August 15, 2015 and occupied no later than September 1, 2015;
- Ms. Newman will provide a copy of her enrollment and payment each semester until graduation and a copy of her degree;
- Ms. Newman will have the unit appraised by a Colorado-certified appraiser, at her expense, before July 15, 2015. The appraisal shall be provided to SMRHA and shall be the initial asking price for the unit if Ms. Newman does not return in 2 years and provide employment within 60 days and then qualify within the next 6 months or if she selects to sell the unit prior to her return. The price of the unit may not exceed the appraised price and the appraised price is not a guarantee of actual sales price;
- Ms. Newman has 60 days to provide employment information and 8 months from her return to provide SMRHA with income and employment information and receive notification she is considered qualified;
- The County is authorized to execute an exception agreement as prepared by the County Attorney's Office.

REBEKAH G NEWMAN

Attorney at law

398 West Colorado Avenue, Suite 2Nb

Post Office Box 3509

Telluride, Colorado 81435

(970)728-9032

email: rgn@rebekahnewmanlaw.com

Fax(970)728-9085

Licensed to Practice in Colorado and New Mexico
Inactive in Pennsylvania

April 30, 2015

San Miguel Regional Housing Authority
P.O. Box 840
Telluride, CO 81435

RE: Application for Exception/Leave of absence

Dear Shirley,

I respectfully request an exception to the affordable housing guidelines for a 'Leave of Absence' pursuant to section 1306C III, a, i. of the SMRHA regulations. I plan to return to school for a two-year graduate program and return to telluride when I am done. The program starts in August 2015 and I should complete the program in June, 2017. During that time I would like to rent the house to qualified renters.

Enclosed are my letter of acceptance, letter of enrollment, and receipts for my deposit from NYU.

Sincerely,



Rebekah G. Newman
Attorney at Law

RGN

SAN MIGUEL REGIONAL HOUSING AUTHORITY

820 Black Bear Road, P.O. Box 840, Telluride, CO 81435
Tel: 970-728-3034 Fax: 970-728-5371; e-mail: smrha@telluridecolorado.net; website: www.smrha.org

Application for Exception to San Miguel County Land Use Code Section 5-1305 (Deed Restriction)

1. Please submit payment of the County's One-Step Review Fee, which currently is \$350 (payable to SMRHA) with this application.
2. Please make sure that all parties sign and date affidavit below.
3. Please submit to SMRHA at least 7 weeks prior to closing, ask about dates of meetings for which you will need to be available, and ask for staff assistance if you have questions about completing this application).

Name(s) of applicant(s): REBEKAH NEWMAN Phone no. 970-729-1120 ⁷²⁸⁻⁹⁰³²

Email address: RGNO@REBEKAHNEWMANLAW.COM

Other Residential Property Ownership: If applicable, please list residential property that you currently own in San Miguel, Ouray, Dolores or Montrose counties (and attach recorded deed(s) containing legal description(s)): _____

576 SOCIETY DRIVE

The property I currently own is: Deed Restricted or Free Market _____ (✓ one)
Improved or Unimproved _____ (check one)

If applicable, please list the residential property that you are under contract to purchase (and attach legal description): _____

The property I plan to purchase is: Deed Restricted _____ or Free Market _____ (check one)
Improved _____ or Unimproved _____ (check one)

Affidavit (feel free to attach a typed or hand-written statement on a separate sheet):

I, REBEKAH G NEWMAN, hereby declare, under penalty of perjury, that the following is a true statement:

a. [THIS IS THE PRIMARY INFORMATION ON WHICH ON A DISCRETIONARY EXCEPTION REQUEST WILL BE GRANTED OR DENIED.] Explain "compelling circumstances" warranting an exception to the requirement(s): _____

I AM GOING TO GRADUATE SCHOOL AND REQUEST A LEAVE OF ABSENCE PURSUANT TO §1306C, II, a, i OF THE AFFORDABLE HOUSING GUIDELINES. ATTACHED IS PROOF OF ENROLLMENT

b. Provide an approximate timeline: 8/2015 - 6/2017

c. Include a statement as to whether the applicant owns any other property inside/outside of San Miguel County, Ouray, Dolores, or Montrose Counties: NO

d. Describe the nature and extent of the applicant's community commitments and involvement: 100 Voluntary work & pro bono cases

Signature: _____ Date: 4/6/15

Signature: _____ Date: _____

SCOTT T. ERICKSON, P.C.
ATTORNEYS AT LAW

P.O. BOX 4074
145 W. PACIFIC AVE.
TELLURIDE, COLORADO 81435
TELEPHONE: (970) 728-6180
FAX: (970) 369-0664
E-MAIL: hmcharg@telluridelaw.net

May 13, 2015

San Miguel County Board of County Commissioners
c/o John Huebner, Chief Deputy to the Board
333 W. Colorado Avenue, 3rd floor
Telluride, CO 81435
bocc@sanmiguelcounty.org

Via Email

Re: Request for Waiver of Conflict to be Heard During Attorney Matters at May 20, 2015 Meeting

Dear Commissioners:

According to paragraph 8 of that certain Contract for Legal Services (the "Contract") between the San Miguel County Department of Social Services ("Department") and this firm, Scott T. Erickson, P.C. (the "Firm"), this Firm will not "represent private clients in any litigation to which San Miguel County, its officials and/or entities are a party unless otherwise agreed to in writing by the Department and the Board of Commissioners." Emphasis added. This Firm has been asked to represent a private client in matters pertaining to a disputed property tax lien. At this time, this Firm believes that the matter can be resolved without litigation, and therefore no written agreement pursuant to the Contract is necessary for this Firm to represent such private client. However, it is prudent to obtain such written agreement at this time. I have discussed this with Steve Zwick, and he is prepared to recommend that the Board of County Commissioners waive any possible conflict and agree that this Firm's representation of a private client in such disputed property tax lien and related matters does not violate the Contract.

Please include this matter on the agenda to be addressed during the May 20, 2015 meeting of the Commissioners.

Sincerely:

SCOTT T. ERICKSON, P.C.



W. Herbert McHarg, Esq.

cc. Steve Zwick, County Attorney