

SAN MIGUEL COUNTY

BOARD OF COMMISSIONERS

ELAINE FISCHER

ART GOODTIMES

JOAN MAY

REGULAR MEETING AGENDA

WEDNESDAY, MARCH 25, 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 February 2015 Payroll and Vendor Payments.
 - 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.
 - o. Ratification of Chair's signature on Agreement for Services with Construction Services of Telluride LLC for construction and installation of specialized roller shelving units in the Treasurer vault in the 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 26, Lot Q Lawson Hill Subdivision.
 - 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 and with Nickolas J and Leah K Lauritzen, Lot 26, Lot Q Lawson Hill Subdivision.
 - t. Other, as needed

9:40 am

- 5. **ADMINISTRATIVE MATTERS:** (60min)
 - a. Public Health and Safety / Update of Western Regional EMS and Trauma Advisory Council (WRETAC) 2014 activities/accomplishments / *Terri Foechterle* (15min)
 - 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 / *Lynn Black* (5min)
 - 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 / MOTION / *Lynn Black, Paul Major* (5min)
 - 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 / MOTION / *Lynn Black, Paul Major* (10min)
 - e. Consideration to authorize submittal of Special Use Permit application to Colorado Department of Transportation to allow access to HWY 145 Right-of-Way for Sheriff's Tower project / MOTION / *John Huebner, Jim Soukup* (5min)
 - 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 / MOTION / *Stephanie Van Damme* (10min)
 - g. Discussion of submitting comments to Army Corp of Engineers concerning wetland impacts of proposed Telluride Medical Center construction in Mountain Village / *Dave Schneck, Steve Zwick* (5min)
 - h. Other, as needed

10:40 am

- 6. **PLANNING MATTERS:** (40min)
 - 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 / MOTION / *Mike Rozycki* (30min)
 - 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 / MOTION / *Mike Rozycki* (5min)
 - c. Other, as needed

11:20 am

7. **SAN MIGUEL COUNTY HOUSING AUTHORITY MATTERS:** (10min)
- 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. / MOTION / *Shirley Diaz, Amber McOmber*
 - b. Other, as needed

11:30 am

8. **SOCIAL SERVICES MATTERS:** (15min)
- a. Discussion of monthly financial report modifications / *Carol Friedrich*
 - b. Other, as needed

11:45 am

9. **ADMINISTRATOR'S REPORT:** (15min)
- a. Update with County Administrator / *Lynn Black*
 - 1. Upcoming IG housing meeting.
 - 2. Discussion of Alpine Ranger Program.

12:00 pm

10. **COMMISSIONER AND PUBLIC DISCUSSION:** (30min)
- a. Public Discussion. (10min)
 - b. Update on Outside Meetings. (15min)
 - 1. Elaine Fischer- Sneffels / LodgingTax / CitizenHouse / CCI
 - 2. Art Goodtimes -
 - 3. Joan May – BLMGuSg / ICclass / COFlight / OutdoorAll
 - c. Website postings and press releases.
 - d. General Discussion. (5min)

12:30 pm

11. **ATTORNEY MATTERS:** (Any of these items may involve an Executive Session)(30min)
- a. Discussion of hiring CBOE referee/hearing officer to handle CBOE appeals this year / *Steve Zwick* (5min)
 - b. Discussion regarding recreational access easement, Citation (4)(b) / *Steve Zwick* (15min)
 - c. Update on litigation.
 - 1. Discussion of San Miguel County C.R. S7 legal status, Citation (4)(b) / *Earl Rhodes, Steve Zwick* (5min)
 - d. Consideration to authorize litigation regarding the legal status of C.R. S7, Slick Rock, CO area / MOTION / *Steve Zwick* (5min)

1:00 pm

12. 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:

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

FOR CONSENT AGENDA MARCH 25TH, 2015

APPROVAL OF FEBRUARY PAYROLLS &
FEBRUARY 2015 VENDOR PAYMENTS

CHECKS ISSUED FEB 1ST THRU FEB 28TH, 2015
FROM FUND/DISTRICT AS FOLLOWS:

FUND	PAYROLL	SPECIAL REQUEST VENDOR
GENERAL FUND - 101	\$523,992.62	\$238,962.92
ROAD & BRIDGE FUND - 102	\$115,772.72	\$122,246.47
SOCIAL SERVICES FUND - 103	\$27,306.38	\$0.00
SALES TAX CAPITAL FUND - 104	\$0.00	\$33,804.12
CAPITAL EXPENDITURES - 106	\$0.00	\$21,319.25
RETIREMENT FUND -107	\$31,670.74	\$0.00
PARKS/OPEN SPACE - 108	\$29,138.07	\$419,052.66
CONSERVATION TRUST FUND - 109	\$0.00	\$0.00
LODGING TAX - 110	\$0.00	\$64,965.95
VEGETATION MANAGEMENT - 111	\$0.00	\$101.71
PUBLIC HEALTH & ENVIRONMNT - 115	\$32,835.05	\$6,482.56
ENERGY FUND - 116	\$0.00	\$0.00
HOUSING AUTHORITY - 224	\$0.00	\$0.00
DISPOSAL DISTRICT - 226	\$0.00	\$245.55
TOTALS	\$760,715.58	\$907,181.19

TELLURIDE REGIONAL AIRPORT

MONTHLY REPORT

FOR

MARCH 19, 2015

Jon Dwight, Chairman
Ann Brady, Vice Chairperson
Richard W. Nuttall, Airport Manager

**TELLURIDE REGIONAL AIRPORT
BOARD MEETING – MARCH 19, 2015
12:00 PM, TERMINAL BUILDING**

MEETING AGENDA

- 1) 12:00 PM CALL TO ORDER
- 2) 12:05 PM
 - A. APPROVAL OF MINUTES: FEBRUARY 2015
 - B. FINANCIAL REPORT:
 1. Approval of Accounts Payable
 - C. CHAIRMANS COMMENTS
 - D. COMMITTEE REPORTS
 1. Noise Abatement
 2. Planning
 3. Marketing
 4. Finance
 - E. COLORADO FLIGHT ALLIANCE REPORT
- 3) 12:30 PM AIRPORT MANAGER'S COMMENTS
 - A. Announcements & Updates
 - B. Instrument Approach Update
- 4) 1:00 PM ANNOUCEMENTS & PUBLIC DISCUSSION
- 5) 1:15 PM ADJOURN

Buffet Lunch will be provided. \$6.00 per person

ADDITIONAL NOTICE

There will be a Planning Committee meeting at 11:00 a.m. in the Airport conference room prior to the regular board meeting. The topic to be discussed is Customer Service and Community Outreach plans.

MINUTES

TELLURIDE REGIONAL AIRPORT AUTHORITY BOARD MEETING

February 19, 2015

12:00 pm

1. Call to Order 12:08 pm

Chair Jon Dwight called the meeting of the Telluride Regional Airport Authority to order.

Roll Call

Present: Chair Jon Dwight, Vice Chair Ann Brady. Board Members Paul Talmey (phone), Gary Bash, Joan May, Stu Fraser, Lynne Beck, Kevin Jones, Matt Skinner. Board Alternates Michael Martelon, Mark Silversher, Mick Francis.

Also present: Rich Nuttall (Airport Manager), Linda Soucie (Administrative Assistant), Renee Marr (Law Office of John Steel), Tim Hendricks (Pilot), Vivian Russell (Peak Aero/Maya Air).

Absent: none.

2. A. Approval of Minutes: January 15, 2015

Motion

Stu Fraser motioned to approve the minutes of January 15, 2015.

Ann Brady seconded the motion.

Motion passed 9-0.

B. Financial Report

1. Approval of Accounts Payable

Motion

Stu Fraser motioned to approve the Accounts Receivable and Payables.

Ann Brady seconded the motion.

Motion passed 9-0.

C. Chairman's Comments

1. Great Lakes Airlines Update

Jon Dwight has been in discussions with GLA regarding creative structures that might involve financing components on a plane or two, possibly from the community. GLA started a jet program in place last fall, and are working on adding jets to the fleet, and potentially getting rid of the Beech 1900. The jet, the Embraier 135, would work for TEX, with some possible summertime limitations. Lean Photometrics informed us that it would take at least a year to get approval for that aircraft on a specialized approach.

Matt Skinner had a good conversation with GLA last month. They are up 40-50 pilots, and are looking at re-adding markets that they lost.

Jon Dwight stated that Mike Hess (TSG) has been a big help in these talks with GLA.

Jon Dwight reported that TS&G has acquired interest in the FBO in Montrose. Their vision is to improve the overall guest experience coming into Montrose, and ultimately Telluride. Chuck Horning would like TEX to cooperate with MTJ regarding diversions, customer services, etc.

Rich Nuttall asked when Chuck Horning will want to buy our FBO. Jon Dwight stated that it can't be bought, not for sale, and it will never be as long as this airport is under this current structure, because that is what allows us to operate. Jon stressed the importance of good customer service regarding diversions from TEX.

Discussion followed regarding Montrose County adding the FBO to the MTJ property, the existing lawsuit against the MC BOCC/MTJ, and high end helicopter shuttle between MTJ and TEX.

D. Committee Reports

1. Noise Abatement – No reports since last meeting.

2. Planning – The Planning Committee met this morning. The marketing and finance committees are doing a great job and providing a lot of good information to the Board and airport management. The Planning committee set an objective to start meeting once a month and focusing on customer service and hospitality, including facilities for 2015.

Mark Silversher asked about the rock quarry contract and how it will affect the Master Plan Update.

3. Marketing – Michael Martelon met with Kiera Skinner about the website and reported that the new website will be up by Mountain Film (Memorial Day). There was discussion regarding the entrance monument sign. It was suggested that the monument be a sculpture rather than a traditional sign.

4. Finance – nothing to report.

E. Colorado Flight Alliance Report

Matt Skinner met with Dick Fontaine and Rocky Mountain. They are at least a year and a half out with a commercial shuttle and do not have a Part 121 certificate yet. There was discussion regarding a charter partner for when the time comes to test the new approach (Net Jets, XO Jets, etc.).

3. Airport Manager's Comments

A. Announcements and Updates

Rich Nuttall sent Becky and Linda to the 2015 NBAA Schedulers and Dispatchers conference in San Jose. Linda gave a report from the conference. There were only positive comments from attendees regarding the Telluride airport, services and the area in general.

Project Updates:

Wildlife Hazard Assessment – Phase I is done. There were no substantial findings. The assessment now goes to the FAA and then a Wildlife Management Plan will be created, with a Wildlife Management Class to follow. Records, with identification of the evidence, will have to be kept.

AIP 28 - The Slide Remediation has been officially closed out.

AIP 29 – The final engineering is almost done. The project will close out soon.
AIP 32 – The run-up and de-ice pad project will start in May.
RH&S – The aerial survey and condition report are done.

B. Lean Photometrics Contract

LP did not get the obstruction data and survey yet; they are expecting an update report to us next week. This survey update is required by the FAA with the Master Plan Update. The survey update was done in September of 2014.

Rich Nuttall gave an update on the business activities so far this year. We lost some income the first 2-3 days of the Christmas season due to a storm. That loss showed in January with Jet-A and departures down. There has been no new snow the first 6 weeks of 2015. The President's Day weekend financials show profits up with hangar and ramp fees. Fuel gallons were down, but margins were up so the end profit result was positive.

Michael Martelon reported that the town numbers were up, but attributed most of that to the movie being filmed here. Discussion followed regarding the impact of the movie on the holiday numbers, both for President's Day and Christmas.

Rich reported that he has met with the Town of Telluride, TMV and the Rotary Club. He is meeting with the Aldasoro HOA next week. He has not heard from SMC.

Mick Francis asked about charter criteria for flying into TEX. Rich Nuttall explained that the different companies have different policies for their pilots.

Rich Nuttall explained that the airport will be open for the duration of the run-up and de-ice pad construction. He is putting together his off-season project list.

Rich Nuttall reported that the State will wait until they hire a new manager to make a decision on the grants. He also reported that the FAA funding bill expires this year and we will have to wait and see if it is funded for 2016. Our FAA grant is in place for 2015, but we want to get funding in 2016 to redo the ramp.

4. Announcements and Public Comments

Tim Hendricks introduced himself. He has a Part 135 certificate and primarily operates in Alaska. He has a plane based here in the winter months flying for Helitrax and other charters.

Vivian Russell (Peak Aero/Maya Air Charter) was present. They operate 2 aircraft and broker aircraft for retail clients. She heard Rich at Rotary last week and was very impressed with the way the airport was run. She would like to see some marketing to offset the "on the street negativity". She also asked for clarification on the Telluride/Montrose marketing and branding. She suggested that social media should be implemented in the marketing plan. There was discussion about community press releases, to be done quarterly.

Jon Dwight agreed that social media could be used to promote charters and businesses at the airport. There was discussion regarding social media.

Mick Francis asked about a plane for the September Fly-In. Rich Nuttall reported that there is nothing lined up yet, but he is still looking. There will be a poster created combining the Fly-In and the car show (Telluride Festivals of Card and Colors).

5. Adjourn – Jon Dwight adjourned the meeting at 1:04pm.

Jon Dwight, Chairman

Richard W. Nuttall, Airport Manager

**AIRPORT MANAGER'S REPORT
For March 2015**

Public Announcements

Grant Updates

The following is an update regarding our FAA and State grants:

- AIP-28: This project is closed out.
- AIP-29: The drainage improvement project is complete. The final engineer's report is being drafted for the FAA.
- AIP-31: The Wildlife Hazard Assessment is completed. FAA has approved the assessment. A Wildlife plan will now be completed.
- AIP-32: The runup and deice project is scheduled to begin on May 1, 2015.
- State Grant: RS&H has completed the aerial survey and the inventory of existing conditions.

Items for Discussion

Category "C" Instrument Approach Update

Lean Photometrics will have an update regarding the Category "C" instrument approach.

OPERATING FINANCIALS

Telluride Regional Airport A/R Aging Summary As of February 28, 2015

TRA A/R as of 2/28/2015	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Alpine Luxury Limo	0.00	0.00	2,860.00	0.00	0.00	2,860.00
BPM Microsystems	0.00	1,306.85	0.00	0.00	0.00	1,306.85
Total BPM Microsystems	0.00	1,306.85	0.00	0.00	0.00	1,306.85
Brown, Eliot	0.00	-20.65	0.00	0.00	0.00	-20.65
Total Brown, Eliot	0.00	-20.65	0.00	0.00	0.00	-20.65
Budget Rent A Car	0.00	25.00	0.00	0.00	0.00	25.00
Business Jet Solutions (Flex Jet)	182.60	0.00	0.00	0.00	0.00	182.60
Total Business Jet Solutions (Flex Jet)	182.60	0.00	0.00	0.00	0.00	182.60
Cunniffe, Charles	0.00	0.00	6.40	0.00	0.00	6.40
Total Cunniffe, Charles	0.00	0.00	6.40	0.00	0.00	6.40
Enterprise Leasing Company of Denver	0.00	0.00	0.00	759.04	1,169.44	1,928.48
Gehan, Tim	0.00	-1,757.57	0.00	0.00	0.00	-1,757.57
Total Gehan, Tim	0.00	-1,757.57	0.00	0.00	0.00	-1,757.57
Great Lakes- Other NO FUEL	0.00	0.00	0.00	0.00	-3,101.46	-3,101.46
Great Lakes JET-A	0.00	0.00	0.00	0.00	1,566.77	1,566.77
Hertz Rent-A-Car Offices	0.00	710.33	-23.71	-23.71	-237.10	425.81
Hoffman, Todd	0.00	-188.68	0.00	0.00	0.00	-188.68
Total Hoffman, Todd	0.00	-188.68	0.00	0.00	0.00	-188.68
Horigan, Paul	0.00	10.00	10.00	10.00	670.00	700.00
Hotel Madeline	0.00	0.00	0.00	0.00	800.00	800.00
James, Bill	0.00	269.47	0.00	0.00	0.00	269.47
James, Bill - Other	269.47	0.00	0.00	0.00	0.00	269.47
Total James, Bill	269.47	269.47	0.00	0.00	0.00	538.94
Kress, Steve	0.00	959.80	0.00	0.00	0.00	959.80
Total Kress, Steve	0.00	959.80	0.00	0.00	0.00	959.80
Landmark Aviation	0.00	5,078.09	0.00	0.00	0.00	5,078.09
Total Landmark Aviation	0.00	5,078.09	0.00	0.00	0.00	5,078.09
Lumiere Hotel	0.00	0.00	800.00	0.00	0.00	800.00
Mattson, Bill	0.00	480.70	0.00	0.00	0.00	480.70
Total Mattson, Bill	0.00	480.70	0.00	0.00	0.00	480.70
Mountain Blade Runner	0.00	31.35	0.00	0.00	0.00	31.35
Total Mountain Blade Runner	0.00	31.35	0.00	0.00	0.00	31.35
Mountain Limo	0.00	346.40	0.00	346.40	346.40	1,039.20
Net Jets						

Telluride Regional Airport A/R Aging Summary

As of February 28, 2015

TRA A/R as of 2/28/2015	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
	0.00	3,110.45	0.00	0.00	0.00	3,110.45
	0.00	4,663.02	0.00	0.00	0.00	4,663.02
Total Net Jets	0.00	7,773.47	0.00	0.00	0.00	7,773.47
Peak Aero Group						
	304.18	0.00	0.00	0.00	0.00	304.18
Peak Aero Group - Other	0.00	431.15	0.00	0.00	0.00	431.15
Total Peak Aero Group	304.18	431.15	0.00	0.00	0.00	735.33
Pryor, John						
	6.80	0.00	0.00	0.00	0.00	6.80
Total Pryor, John	6.80	0.00	0.00	0.00	0.00	6.80
Ricciardelli, Peter						
	0.00	6.20	0.00	0.00	0.00	6.20
Total Ricciardelli, Peter	0.00	6.20	0.00	0.00	0.00	6.20
Sprint Nextel	0.00	1,100.00	0.00	0.00	0.00	1,100.00
State of Colorado	2,808.41	1,261.20	-5,502.51	0.00	-3,165.16	-4,598.06
TRA Phase 1 Hangar Assoc.	0.00	0.00	8,535.34	0.00	0.00	8,535.34
TRA Phase II Condominium Owners Assoc.	0.00	0.00	8,581.77	0.00	0.00	8,581.77
Valued Customer	0.00	2,679.51	0.00	0.00	0.00	2,679.51
White Tail Aviation						
	0.00	2,540.28	0.00	0.00	0.00	2,540.28
Total White Tail Aviation	0.00	2,540.28	0.00	0.00	0.00	2,540.28
TOTAL	3,571.46	23,042.90	15,267.29	1,091.73	-1,951.11	41,022.27

Telluride Regional Airport
A/P Aging Summary
As of March 10, 2015

	Current	1 - 30	31 - 60	> 60	TOTAL
4Knee Ventures, LLC	487.50	0.00	0.00	0.00	487.50
Ajax Cleaning	2,695.00	0.00	0.00	0.00	2,695.00
ALSCO	141.72	0.00	0.00	0.00	141.72
amped	110.08	0.00	0.00	0.00	110.08
Auto Parts of Montrose	77.05	0.00	0.00	0.00	77.05
Aviation International News	74.99	0.00	0.00	0.00	74.99
Blue Tarp Financial, Inc.	39.99	0.00	0.00	-180.35	-140.36
blueglobes, inc	277.64	0.00	0.00	0.00	277.64
Brainstorm Internet, Inc.	70.00	0.00	0.00	0.00	70.00
Clarks	16.66	0.00	0.00	0.00	16.66
Coach's Mother	2,217.75	0.00	0.00	0.00	2,217.75
Conoco	93.38	0.00	0.00	0.00	93.38
Dex Media East LLC	128.50	0.00	0.00	0.00	128.50
Federal Express	310.44	0.00	0.00	0.00	310.44
Grand Avenue Parts & Sales	45.39	0.00	0.00	0.00	45.39
Hammerweb Holdings	150.00	0.00	0.00	0.00	150.00
John Deere Financial	77.99	0.00	0.00	0.00	77.99
Lektro	133.71	0.00	0.00	0.00	133.71
Lone Cone Coffee	7.65	0.00	0.00	0.00	7.65
MacDonald Equipment Co.	0.00	0.00	0.00	-134.03	-134.03
Montrose Water Factory, LLC	263.43	0.00	0.00	0.00	263.43
Myslik, Inc.	813.61	0.00	0.00	0.00	813.61
Parish Oil Company, Inc.	2,951.16	563.11	0.00	0.00	3,514.27
Parkeon Inc.	45.00	0.00	0.00	0.00	45.00
Petty Cash - Linda D. Soucie	149.50	0.00	0.00	0.00	149.50
Pitney Bowes	144.00	0.00	0.00	0.00	144.00
Quill	63.01	0.00	0.00	0.00	63.01
Sam's Club	151.50	0.00	0.00	0.00	151.50
Telluride Bytes	350.00	0.00	0.00	0.00	350.00
Telluride Kitchen - vendor	709.00	0.00	0.00	0.00	709.00
Telluride Tire & Auto Service	777.80	0.00	0.00	0.00	777.80
Timberline Ace Hardware	19.47	0.00	0.00	0.00	19.47
Tom's Electric Motor Service	1,127.54	0.00	0.00	0.00	1,127.54
Two-Way Communications, Inc.	125.00	0.00	0.00	0.00	125.00
TWS	0.00	0.00	0.00	-945.86	-945.86
Waste Management	370.10	0.00	0.00	0.00	370.10
Xerox	165.98	0.00	0.00	0.00	165.98
TOTAL	15,381.54	563.11	0.00	-1,260.24	14,684.41

**TELLURIDE REGIONAL AIRPORT
2015 OPERATING BUDGET
SUMMARY: JANUARY - FEBRUARY 2015**

	BUDGET 2015	ACTUAL 2015	ACTUAL 2014
Aircraft & Pilot Income	3,726,500	880,362	1,227,261
Aircraft & Pilot Cost of Goods Sold	(1,922,550)	(370,015)	(620,187)
Aircraft & Pilot Expenses	(1,056,287)	(200,396)	(264,212)
Net Income (Loss)	747,663	309,951	342,862
Hangar Principal Payments	(75,000)	(14,094)	(127,626)
Net Cash Flows	672,663	295,858	215,236
Terminal Income	111,716	39,782	72,488
Terminal Expenses	(288,373)	(65,458)	(65,805)
Net Income (Loss)	(176,657)	(25,676)	6,683
Airside Income	302,200	94,060	86,760
Airside Expenses	(341,800)	(71,705)	(94,870)
Net Income (Loss)	(39,600)	22,355	(8,110)
Interest Income	185	23	21
Total Net Cash Flows	456,590	292,559	213,830

**TELLURIDE REGIONAL AIRPORT
2015 OPERATING BUDGET
AIRCRAFT & PILOT
JANUARY - FEBRUARY 2015**

	BUDGET 2015	ACTUAL 2015	ACTUAL 2014	PERCENT OF BUDGET
AIRCRAFT & PILOT INCOME				
Aircraft Oil	\$ 1,000	\$ 161	\$ 164	16%
AvGas	125,000	19,174	23,817	15%
Catering	7,500	648	439	9%
Hangar Fees	275,000	81,940	110,882	30%
Jet-A	3,100,000	714,423	1,031,657	23%
Jet-A Airlines	-	-	3,942	#DIV/0!
Line Services	65,000	23,757	21,145	37%
Pilot Supplies	18,000	3,311	4,121	18%
Tie-Down Fees	135,000	36,948	31,094	27%
Total Income	3,726,500	880,362	1,227,261	24%
AIRCRAFT & PILOT COST OF GOODS SOLD				
Jet-A Fuel	1,805,000	353,478	600,268	20%
100LL Fuel	105,000	12,102	16,689	12%
Oil	800	141	19	18%
De-Ice	2,500	6,280	748	251%
Pilot Supplies	250	43	46	17%
Hats & T-Shirts	8,000	(2,029)	2,203	-25%
Unleaded Fuel	1,000	-	214	0%
Total Cost of Goods Sold	1,922,550	370,015	620,187	19%
Gross Profit	1,803,950	510,348	607,074	28%
AIRCRAFT & PILOT EXPENSES				
Aircraft Incidents	-	-	556	#DIV/0!
Pilot Incentive Program	15,000	869	2,538	6%
Catering	3,500	881	795	25%
Pilot Refreshments	5,500	1,095	1,320	20%
Credit Card Fees	90,000	25,489	39,222	28%
Employee Health Insurance	113,606	20,950	26,988	18%
Employee Salaries	462,356	63,016	73,921	14%
Employee Training	3,500	-	-	0%
Equipment Maintenance	40,000	3,687	11,204	9%
Equipment Maintenance Labor	15,000	-	1,143	0%
Equipment Rental	1,000	-	-	0%
Fuel Farm Utilities/Insurance	4,000	2,191	2,619	55%
Equipment Fuel & Oil	35,000	4,870	3,955	14%
Hangar Insurance	4,033	5,750	4,033	143%
Hangar Interest	14,000	2,028	3,485	14%
Hangar Maintenance	10,000	325	-	3%
Hangar Utilities	12,000	5,670	4,051	47%
Liability Insurance	8,511	8,065	8,511	95%
Line Supplies	11,000	2,638	1,719	24%
Pollution Insurance	15,559	-	15,559	0%
Uniforms	8,500	1,456	1,583	17%
Satelite Systems/Runway Camera	4,000	804	717	20%
Workman's Compensation	34,000	25,447	26,560	75%
Total Direct Expenses	910,065	175,229	230,479	19%
Net Income Before Allocation of Administrative Costs	893,885	335,119	376,595	37%
Admin & Operations (1/3 of Total)	146,222	25,167	33,733	17%
Net Income	\$ 747,663	\$ 309,951	\$ 342,862	41%
CASH FLOWS				
Net Income	\$ 747,663	\$ 309,951	\$ 342,862	41%
Hangar Principal Payments	\$ 75,000	\$ 14,094	\$ 127,626	
Net Cash Flows	\$ 822,663	\$ 324,045	\$ 470,488	39%

**TELLURIDE REGIONAL AIRPORT
2015 OPERATING BUDGET
TERMINAL**

JANUARY - FEBRUARY 2015

TERMINAL INCOME	BUDGET 2015	ACTUAL 2015	ACTUAL 2014	PERCENT OF BUDGET
Advertising	\$ 600	\$ -	\$ 124	0%
Airlines	-	-	24,786	#DIV/0!
Car Rental Agencies	70,000	13,140	23,111	19%
On-Line Services	10,000	4,400	3,300	44%
Copy/Fax	500	32	53	6%
Office Rentals	12,116	4,785	5,333	39%
Parking Lot	5,000	1,341	3,926	27%
Sales Tax Discount	3,000	894	883	30%
Taxi Service	10,000	15,185	10,960	152%
Vending Machines	500	6	12	1%
Total Income	111,716	39,782	72,488	36%
 TERMINAL EXPENSES				
Janitorial Supplies	2,000	203	489	10%
Janitorial Other	32,340	8,381	447	26%
Liability Insurance	8,511	8,065	8,511	95%
Maintenance	20,000	4,376	2,526	22%
Maintenance Labor	2,500	-	-	0%
Parking Lot	5,000	90	76	2%
Security	4,000	417	417	10%
Terminal Insurance	6,800	6,900	6,800	101%
Terminal Utilities	40,000	8,925	10,066	22%
Trash	5,000	352	654	7%
Vending Machine Expense	1,000	167	167	17%
Water Maintenance	15,000	2,415	1,919	16%
Total Direct Expenses	142,151	40,291	32,072	28%
Net Income Before Allocation of Administrative Costs	(30,435)	(509)	40,416	2%
Admin & Operations (1/3 of Total)	146,222	25,167	33,733	17%
Net Income	\$ (176,657)	\$ (25,676)	\$ 6,683	15%

**TELLURIDE REGIONAL AIRPORT
2015 OPERATING BUDGET
AIRSIDE**

JANUARY - FEBRUARY 2015

	BUDGET 2015	ACTUAL 2015	ACTUAL 2014	PERCENT OF BUDGET
AIRSIDE INCOME				
Airline Landing Fees	\$ -	\$ -	\$ 6,334	#DIV/0!
GA Landing Fees	200,000	64,161	56,259	32%
Land Leases	26,000	18,551	18,601	71%
Promotional Fees	1,200	-	-	0%
State Fuel Tax Rebates	75,000	11,348	5,566	15%
Total Income	302,200	94,060	86,760	31%
AIRSIDE EXPENSES				
Airfield Lighting Maintenance	3,000	553	595	18%
Airfield Lighting Utilities	2,000	352	435	18%
Airfield Insurance	6,200	6,200	6,200	100%
Airfield Maintenance	35,000	-	812	0%
ARFF Building Insurance	275	50	275	18%
ARFF Equipment	4,070	820	876	20%
ARFF Maintenance	5,000	-	-	0%
ARFF Training	22,990	410	2,719	2%
ARFF Liability Insurance	1,300	208	-	16%
ARFF Utilities	4,500	975	1,838	22%
AWOS Maintenance	5,000	1,668	-	33%
AWOS Utilities	600	109	115	18%
Business Auto Policy	6,597	6,314	6,597	96%
Equipment Fuel & Oil	15,000	1,756	4,615	12%
Equipment Insurance	13,835	12,184	12,247	88%
Equipment Maintenance	35,000	3,887	6,563	11%
Equipment Maintenance Labor	15,000	-	6,094	0%
Liability Insurance	8,511	8,065	8,511	95%
Operations Training	1,000	-	-	0%
SRE Insurance	700	701	710	100%
SRE Utilities	6,000	2,287	1,935	38%
SWMP Maintenance	4,000	-	-	0%
Total Expenses	195,578	46,538	61,137	24%
Net Income Before Allocation of Administrative Costs	106,622	47,522	25,623	45%
Admin & Operations (1/3 of Total)	146,222	25,167	33,733	17%
Operating Profit	(39,600)	22,355	(8,110)	-56%
INTEREST INCOME				
	185	23	11	12%
	\$ (39,415)	\$ 22,378	\$ (8,099)	-57%

**TELLURIDE REGIONAL AIRPORT
2015 OPERATING BUDGET
SCHEDULE OF ADMINISTRATIVE EXPENSES
JANUARY - FEBRUARY 2015**

ADMINISTRATIVE EXPENSES	BUDGET 2015	ACTUAL 2015	ACTUAL 2014	PERCENT OF BUDGET
Accounting Audit	\$ 7,500	\$ -	\$ 5,600	0%
Administrative Salaries	158,750	36,491	25,688	23%
Bad Debts	-	-	-	#DIV/0!
Bank Finance Charges	200	-	40	0%
Copy/Fax/Computer Maintenance/Lease	12,000	832	4,221	7%
Dues & Subscriptions	8,500	1,480	4,099	17%
Employee Education	2,000	295	-	15%
Employee Medical Insurance	32,000	5,764	6,131	18%
Fringe Benefits	11,239	4,232	4,124	38%
Legal	40,000	475	9,352	1%
Marketing	60,000	6,910	19,503	12%
Office Supplies	4,000	1,255	886	31%
Payroll Expenses	46,990	12,026	14,519	26%
Postage & Shipping	2,500	713	1,265	29%
Retirement Benefits	6,000	843	843	14%
Public Officials Insurance	9,488	-	387	0%
Safety Management System	3,000	-	-	0%
Telephone/Internet	30,000	4,011	3,800	13%
TRAA Meeting	2,000	59	222	3%
Travel	2,000	-	422	0%
Workman's Compensation	500	118	97	24%
Total Expenses	\$ 438,667	\$ 75,502	\$ 101,199	17%

Administrative Expenses are divided equally among Aircraft & Pilot, Terminal, and Airside expenses.

Telluride Regional Airport
Balance Sheet
 As of February 28, 2015

	Feb 28, 15
ASSETS	
Current Assets	
Checking/Savings	
1020 · Due From AVFUEL	168,094.12
1035 · FBO Cash Drawer	200.00
1036 · Change Machines	377.00
1040 · Old Operating Bank Account	51.20
1045 · New Operating Bank Account	387,651.42
1046 · Tax Rebate Account	165,583.53
1050 · Petty Cash	561.00
	722,518.27
Accounts Receivable	
1100 · *Accounts Receivable	41,022.27
	41,022.27
Other Current Assets	
1210 · Accounts Receivable	-20.78
1235 · US Dot Grants Receivable	-12,500.00
1250 · Inventory	533.91
1260 · Inventory Asset	165,599.92
1270 · Prepaid Insurance	19,764.32
1280 · Undeposited Funds	19,763.62
	193,140.99
Total Current Assets	956,681.53
Fixed Assets	
1310 · Accumulated Depreciation	-14,158,281.45
1320 · Building	5,446,150.11
1330 · Equipment	2,722,670.97
1350 · Land Acquisition	7,337,699.15
1370 · Office Equipment	928.99
1390 · Runway	68,424,650.08
	69,773,817.85
Other Assets	
1410 · Deposit - Securus	708.00
	708.00
TOTAL ASSETS	70,731,207.38
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · *Accounts Payable	79,947.30
	79,947.30
Other Current Liabilities	
2030 · AFLAC INS.	45.92
2100 · Payroll Liabilities	14,608.86
2110 · Direct Deposit Liabilities	2,200.28
2150 · Note Payable - Hangars	689,870.68
2165 · Sales Tax #1	-84,259.39
2200 · Sales Tax Payable	90,373.10
2205 · Sales Tax Payable Correction	-2,646.28
	710,193.17
Total Current Liabilities	790,140.47
Total Liabilities	790,140.47

Telluride Regional Airport
Balance Sheet
As of February 28, 2015

	<u>Feb 28, 15</u>
Equity	
3012 · Capital Transfers	-1,020,037.82
3430 · Interaccount Transfers	-1,536,677.02
3900 · Retained Earnings	72,205,509.44
Net Income	<u>292,558.44</u>
Total Equity	<u>69,941,353.04</u>
TOTAL LIABILITIES & EQUITY	<u><u>70,731,493.51</u></u>

CAPITAL FINANCIALS

**TELLURIDE REGIONAL AIRPORT
2015 CAPITAL BUDGET**

CAPITAL INCOME:	2015 BUDGET	2015 ACTUAL
Beginning Bank Account Balance	\$1,600,000	\$ 2,241,052
Passenger Facility Charges	\$0	\$ -
FAA Grants	\$6,367,178	\$ 32,764
State Grant	\$725,398	\$ 59,400
Rock Sales	\$175,000	\$ 42,336
Equipment Sales	\$20,000	\$ -
Local Contribution for Cat C Approach	\$105,000	\$ 30,000
Interest Income	\$1,500	\$ 20
TOTAL AVAILABLE FUNDS :	\$8,994,076	\$ 2,405,572
CAPITAL EXPENSES:	2015 BUDGET	2015 ACTUAL
AIP-28 Slide Repair Closeout (See note #3)	\$70,000	\$ -
AIP-31: Wildlife Mitigation Plan	\$5,000	\$ 2,020
AIP-32: Runup/Deice Pad	\$6,907,976	\$ 35,753
AIP-33: South Apron Reconstruction Design	\$400,000	
Master Plan Update & Survey	\$428,000	\$ 88,000
New Instrument Approach Design (See note #1)	\$320,000	\$ -
Non-Grant Funded Construction (See Note #2)	\$55,000	\$ -
Non-Grant Funded Equipment	\$0	\$ 2,318
Security/Computer Equipment	\$20,000	\$ -
ARFF Equipment	\$0	\$ -
Maintenance Tools	\$2,500	\$ -
Bank Fees	\$60	\$ -
TOTAL CAPITAL EXPENSES:	\$8,208,536	\$ 128,091
REMAINING CAPITAL INCOME:	\$785,540	\$2,277,481
END OF YEAR OPERATING INCOME TRANSFER:	\$494,728	
ESTIMATED BEGINNING BALANCE FOR 2016:	\$1,280,268	

Notes:

1. LOC/DME Cat C.
2. Entrance sign(s) and new carpet
3. AIP-28 did not close-out in 2014.

Telluride Regional Airport - Capital Account
Balance Sheet
As of February 28, 2015

	Feb 28, 15
ASSETS	
Current Assets	
Checking/Savings	
1010 · 10% Bank Account	213,948.65
1030 · FAA Bank Account	16,236.34
1060 · PFC- ANB Bank	253,757.03
1070 · Savings Account	1,793,539.67
Total Checking/Savings	2,277,481.69
Accounts Receivable	
1281 · Accounts Receivable	54,336.00
Total Accounts Receivable	54,336.00
Other Current Assets	
1200 · Grants Receivable	640,624.00
Total Other Current Assets	640,624.00
Total Current Assets	2,972,441.69
TOTAL ASSETS	2,972,441.69
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · *Accounts Payable	22,000.00
Total Accounts Payable	22,000.00
Other Current Liabilities	
2050 · Retainage Payable - Capital	570,037.00
Total Other Current Liabilities	570,037.00
Total Current Liabilities	592,037.00
Total Liabilities	592,037.00
Equity	
3040 · Operating Bank Transfers	485,000.00
3430 · Interaccount Transfers	2,131,114.84
3900 · Retained Earnings	-272,139.74
Net Income	36,429.59
Total Equity	2,380,404.69
TOTAL LIABILITIES & EQUITY	2,972,441.69

STATISTICS

**TELLURIDE REGIONAL AIRPORT
AIRCRAFT AND PILOT SERVICES - 2015**

FEBRUARY 2015	TRAA 2015	TRAA 2014	Percent Change
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AIRPORT OPERATIONS

General Aviation:	916	872	5.05%
Commercial Airline:	-	134	-100.00%
Total Operations:	916	1,006	-8.95%

AVIATION FUEL SALES (GALLONS)

General Aviation:			
100LL AvGas:	1,802	1,854	-2.79%
Jet-A	60,757	75,960	-20.01%
Total GA:	62,559	77,814	-19.60%
Commercial Airline:	-	8,270	-100.00%
Total Fuel Sales:	62,559	86,084	-27.33%

GA Passenger Deplanements:	1,570	1,489	5.44%
GA Passenger Enplanements:	1,675	1,613	3.84%

AIRLINE COMPLETIONS	2015		2014	
Scheduled Departures:	-	0.0%	82	100.0%
Actual Departures:	-	0.0%	67	81.7%
Total Not Completed:	-	0.0%	15	18.3%

ENPLANEMENTS 2015

	Great Lakes	U.S. Airways	Gen. Av	2015 TOTAL	2014 TOTAL
January	0	0	1982	1982	2602
February	0	0	1675	1675	2223
March	0	0	0	0	2531
April	0	0	0	0	430
May	0	0	0	0	402
June	0	0	0	0	1291
July	0	0	0	0	1877
August	0	0	0	0	2054
September	0	0	0	0	1538
October	0	0	0	0	648
November	0	0	0	0	401
December	0		0	0	909
Total for 2015	-	-	3,657	3,657	16,906
Total for 2014	3,268		12,729	15,997	
Total for 2013	5,325	-	13,530	18,855	
Total for 2012	7,445	3,784	13,128	20,573	

Enplanements Comparisons	2014 GA	2015 GA	2014 Airlines	2015 Airlines
January	2157	1982	445	0
February	1613	1675	610	0
March	1951	0	580	0
April	284	0	146	0
May	402	0	0	0
June	946	0	345	0
July	1393	0	484	0
August	1615	0	439	0
September	1319	0	219	0
October	648	0	0	0
November	401	0	0	0
December	909	0	0	0

DEPLANEMENTS FOR 2015

	Great Lakes	U.S.Airways	Gen Av	2015 Total	2014 Total
January	0	0	1583	1583	1937
February	0	0	1570	1570	2153
March	0	0	0	0	2347
April	0	0	0	0	313
May	0	0	0	0	406
June	0	0	0	0	1480
July	0	0	0	0	1827
August	0	0	0	0	2033
September	0	0	0	0	1298
October	0	0	0	0	622
November	0	0	0	0	386
December	0	0	0	0	1199
Total for 2015	0	0	3153	3153	16001
Total for 2014	3138	0	11664	14802	
Total for 2013	5151	0	13236	18387	
Total for 2012	7649	0	13181	20830	

Deplanement Comparisons	2015 GA	2014 GA	2015 Airlines	2014 Airlines
January	1583	1537	0	400
February	1570	1489	0	664
March	0	1798	0	549
April	0	252	0	61
May	0	406	0	0
June	0	1088	0	392
July	0	1353	0	474
August	0	1609	0	424
September	0	1124	0	174
October	0	622	0	0
November	0	386	0	0
December	0	1199	0	0

OPERATIONS

2015

	2015			2015	2014
	Great Lakes	U.S. Airways	Gen. Av.	Total	Total
January	0	0	974	974	1052
February	0	0	916	916	1006
March	0	0	0	0	1150
April	0	0	0	0	214
May	0	0	0	0	312
June	0	0	0	0	770
July	0	0	0	0	1012
August	0	0	0	0	1072
September	0	0	0	0	816
October	0	0	0	0	484
November	0	0	0	0	252
December	0	0	0	0	300
Total for 2015	0	0	1890	1890	8440
Total for 2014	574	0	7566	8140	
Total for 2013	888	0	7958	8846	
Total for 2012	1426	0	7740	7636	16802

Operation	2015	2014	2015	2014
Comparisons	GA	GA	Airlines	Airlines
January	974	986	0	66
February	916	872	0	134
March	0	1056	0	94
April	0	188	0	26
May	0	312	0	0
June	0	706	0	64
July	0	932	0	80
August	0	1002	0	70
September	0	776	0	40
October	0	484	0	0
November	0	252	0	0
December	0	300	0	0

SCHEDULED DEPARTURES 2015

	U.S. Airways	Great Lakes	Total
January	0	0	0
February	0	0	0
March	0	0	0
April	0	0	0
May	0	0	0
June	0	0	0
July	0	0	0
August	0	0	0
September	0	0	0
October	0	0	0
November	0	0	0
December	0	0	0
Total for 2015	0	0	0
Total for 2014	0	328	328
Total for 2013	0	491	491
Total for 2012	0	758	758

ACTUAL DEPARTURES 2015

	U.S. Airways	Great Lakes	Total
January	0	0	0
February	0	0	0
March	0	0	0
April	0	0	0
May	0	0	0
June	0	0	0
July	0	0	0
August	0	0	0
September	0	0	0
October	0	0	0
November	0	0	0
December	0	0	0
Total for 2015	0	0	0
Total for 2014	0	287	287
Total for 2013	0	454	454
Total for 2012	0	719	719

Quarterly Report, March 2015
Open Space and Recreation Program
Linda Luther-Broderick, OSR Coordinator

These are some of the activities the OSR staff worked on during January, February and March 2015.

Open Space

- The OSR program hosted the 2nd Placerville Townsite Trust meeting on January 12 and subsequently consummated the purchase of the land under the Placerville Schoolhouse. This completed a long and complicated process.
- On February 13, 2015, the county purchased the 160-acre O.A. Greagor Scout property near Miramonte Reservoir. We have fielded numerous calls from two gentlemen, Gary Davis and Wayne Quade, who were associated with the scout camp and are interested in the future of the property.
- I learned at the Feb 17 landowner seminar entitled Ranching and the Gunnison Sage Grouse that USFWS is exempting properties with conservation easements from consultation with the Service. The 980-acre SPT Ranch easement surrounding the Lone Cone Reservoir is still on track to close in August 2015.
- An Agreement for Services with Kris Holstrom to develop soil carbon test sites in the county is on this BOCC agenda. The test sites will advance the payment for ecosystem services carbon ranching concept.

Trails

- In March, we hosted site visits to the new Galloping Goose Connector Trail for contractors who are interested in bidding the final grading and re-vegetation at the bridge abutments. This work will include a short trail alignment at the west bridge. Kari Distefano is still the project manager and will be wrapping up the grant reporting this spring.
- We are prepping an Agreement for Services with Dave Foley to survey the county owned RGS RR in Ilium Valley west of the St Barnabas Church Camp. The purpose is to formally extend the Galloping Goose trail through this area from the Sunshine Road downstream to FS land near the Coal Chutes. This does not materially add to the trail system, but it will formalize the county's ownership of the railroad grade and allow us to do fencing and trail signage.
- The county attorney, Idarado and OSR are preparing an access easement with Idarado so that users of the Via Ferrata can legally cross Idarado property in two locations.

- The Wasatch Trail litigation has just been scheduled for oral arguments in the state court of appeals. This is welcomed by the county attorney and the county's litigator Earl Rhodes, but it surely will cost more than Rhode's estimated \$3,000. Our attorneys seem to think the issue may go to the Supreme Court. Cost to date is \$176,000 not including considerable legal staff time.
- OSR's 2015 work plan includes a trails upgrade on the south side of Keystone Gorge. Repair work starts in late March if the weather holds.
- We are in the planning stages for trail restoration work where users of the Bilk Creek Climbing Wall trespass on Price property.
- Staff attends the coordinating meetings regarding the Burn Canyon Trail System west of Norwood. The OSR program has \$25K in the 2015 budget for this construction season. An MOU with the BLM will be on an upcoming BOCC agenda.
- Parks Supervisor Rich Hamilton attends the Mountain Club Trails committee meetings.
- I discussed a trails master plan process with District Ranger Judy Schutz and BLM Area Manager Barb Sharrow. Both expressed interest, but due to the Thunder Road Trails system and Burn Canyon Trail's project, neither can commit staff to a prolonged public process this year.

Nordic Trails Support

- Rich Hamilton and Fairgrounds Maintenance Milt Spor continue to provide 3 days of Nordic grooming per week at the Priest Lake and Trout Lake Trestle areas as part of OSR winter programming and support for Nordic skiing and the Nordic Association. The OSR program has been involved in issues related to the Nordic skiing master plan, namely parking at the Trout Lake Trestle. This involvement will continue as a stakeholder in an upcoming funding assessment being conducted by outside consultants.

Historic Preservation

- Shear Engineering has finalized the engineering report on the Pandora Mill. Steve Walker of Walker Krill provided two quotes for repair of the roof – new roof metal replacement for \$590,000 and repair with existing metal sheathing, \$302,000. Next step is to determine a course of action with Idarado/Newmont.
- Bob Mather, Telluride's Historic Preservation Architect, is helping us refine our bid for repair work on the Trout Lake Water Tank, slated for this summer.

- Dave Bush is building storm windows for the Placerville Schoolhouse.

Fairgrounds

- Deanna and I attended the Fairground Manager's meeting on March 13 in Delta.
- Deanna has solicited bids for the electrical upgrades for the concessions area which is a priority project for this year.
- A Fairgrounds Policies and Procedures Revision is in process and will be on a BOCC agenda in May.
- Due to the warm weather, the skating rink season ended in February.

Administration

- The OSR Coordinator moved into a new office in January 2015 and is grateful for the office and office door.
- I have reviewed the Southwest Basin Roundtable Basin Implementation Plan which is part of Colorado's Water Plan. This is a multi-faceted effort to meet growing water needs as potential water shortages loom. My primary focus was the section on the San Miguel River Basin. The Identified Projects and Processes List for the San Miguel Basin is attached and seems to be fairly comprehensive. In general, residents of the basin might be thinking about the following actions:
 - Reusing water
 - Changing the ratio of indoor to outdoor water use from 50/50 to 60% indoor use to 40% outdoor use.
 - Securing more boating and recreational access on certain sections of the river
 - Providing safe drinking water to all
 - Lining the ditches or piping the water, i.e. improving water conveyance systems
 - Protecting the riparian vegetation from noxious weeds and invasive species
 - Protecting significant plant communities and the wildlife that depend on them
 - Addressing the needs of sensitive species including the Colorado River cutthroat trout, flannelmouth sucker, bluehead sucker, and Gunnison Sage grouse
 - Preventing loss of agricultural land through agricultural dry-up (selling water rights for use other than agricultural)
 - Maintaining and improving water quality

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
San Miguel River Basin Draft IPP List														
Updated: 1/20/2015														
PROPOSED IPPs														
ID	Date	Sub Basin	NC/C/B	Description	County	Status	Remaining Steps	Need Addressed	IPP Contact Information	Lead contact & Source of Info.	Project vs. Process	Project ready for implementation NOW?	Does the need exist today?	Already received some WSRA funding?
1-SM	SWSI 2010	San Miguel	C	Enlargement of Gurley Reservoir. Designs have been prepared to enlarge the existing Gurley Reservoir.	San Miguel	Not Complete		Agricultural water supply	Farmers Reservoir and Ditch Company	Source: Steve Harris	Project			
2-SM	SWSI 2010	San Miguel	C	Lone Cone Reservoir. Enlargement of Lone Cone Reservoir.	San Miguel	Not Complete		Agricultural water supply	Lone Cone Reservoir and Ditch Company	Source: April Montgomery	Project			
3-SM	Dec-13	San Miguel	B	Montrose County Firming Project Phase 1. The purpose of the Project is to provide a reliable source of water for municipal and industrial demands in Montrose County over the next 50 years, including future growth in the Towns of Nucla and Naturita. The first phase of the Project, to be completed by 2018, is to complete feasibility-level engineering studies of the Upper Maverick Draw, Lower Maverick Draw, Big Bucktail, Tuttle Draw, and Nucla Town Reservoir Enlargement storage sites and the Nucla Pump Site and Pipeline, Highline Canal, Paradox Valley Pipeline diversion points pursuant to the 2012 Water Court	Montrose	Not Complete	Secure funding, Conduct feasibility study	Municipal water supply, Industrial water supply, Environmental water supply, Recreation	Montrose County	Source: Jon Waschbusch; Lead: M. Cattin	Process	Yes	Yes	No
4-SM	Dec-13	San Miguel	B	Montrose County Firming Project Phase 2. The second phase of the Project will be to construct one or two reservoirs, in addition to the Nucla Town Reservoir Enlargement, and the direct flow points of the diversion. The Project will address the 3,200 acre-foot gap between existing water supplies and demands projected to occur by the year 2060 in the west on of Montrose County, and will also allow for reservoir releases to provide non-consumptive piscatorial use and water quality improvements.	Montrose	Not Complete	complete Phase 1, Start Phase 2	Municipal water supply, Industrial water supply, Environmental water supply, Recreation	Montrose County	Source: Jon Waschbusch; Lead: M. Cattin	Project	Yes	Yes	No
5-SM	SWSI 2010	San Miguel	B	San Miguel Project. The project was authorized as a participating project in the Colorado River Storage Project (CRSP) and includes a large storage and diversion water right on the San Miguel River. Though the project as authorized is not likely to be constructed, the water right could be changed to meet future water needs in the San Miguel Basin. As a participant in CRSP, power revenues are being accumulated in the name of the project and legislation might allow funds to construct a locally approved alternative to the authorized project.	San Miguel	Not Complete		Potentially all needs possible	SMWCD	Source: Steve Harris	Process & Project			
6-SM		San Miguel	NC	Suitability - Wild and Scenic Rivers Act. Protect outstandingly remarkable values through consideration of suitability under Wild and Scenic Rivers Act and the Uncompahgre BLM Resource Management Plan Revision. Determine what segments of the 21 found eligible should be identified as suitable.	San Miguel	Not Complete		Native Fish, Recreation	BLM, Counties, citizens and other organizations	BLM, Counties, citizens and other organizations	Process			
7-SM	SWSI 2010	San Miguel	B	Rehabilitation of Priest Lake. The Priest Lake dam owned by USFS was breached under order of DWR. The lake is an important facility for fishing and augmentation of USFS facilities.	San Miguel	Not Complete		Augmentation, Fishing recreation	EXCEL Energy	Source: April Montgomery	Project			
8-SM	SWSI 2010	San Miguel	NC	CCC Ditch Fish Passage. Provide fish passage at CCC-Ditch diversion. A fish ladder was constructed that abuts CCC-Ditch, add electronic gauges to assist in diversion. No additional water associated with this project.	Montrose	Not Complete		Fish passage	CCC-Ditch, CWT, BLM, CPW, TNC, SWCD, CWCB, Telluride Foundation	Source: Peter Mueller	Project		Yes	
30-SM	Sep-14	San Miguel	NC	Reed Chatfield Diversion Structure Renovation. This passage currently impedes safe recreational boaters and creates a barrier to fish passage into the upper San Miguel River.	Dolores	Not completed		Fish passage, Recreation	TNC, San Miguel Watershed Council	Source & Lead: Peter Mueller	Project	Yes, begin planning stage	Yes	No
31-SM	Sep-14	San Miguel	NC	Parkway Diversion Structure Renovation. This passage currently impedes safe recreational boaters and creates a barrier to fish passage into the upper San Miguel River.	Dolores	Not completed		Fish passage, Recreation	TNC, San Miguel Watershed Council	Source & Lead: Peter Mueller	Project	Yes, begin planning stage	Yes	No
9-SM	Fall 2013	San Miguel	NC	Woods Lake Colorado River Cutthroat Trout Refuge. CPW with partners is continuing implementation of a cutthroat refuge concept at Woods Lake, and has completed 2 (of 3) infrastructure improvement projects designed to isolate this fishery from exposure to non-native trout (mainly brook trout). CPW has obtained internal funding and is working in partnership with the Hughes Ditch Co to modify the diversion structure to facilitate cutthroat isolation and allow diversion of existing water rights.	San Miguel	Not Complete		Native Fish, Cutthroat Trout	CPW, USFS, Hughes Ditch Company, San Miguel County	Source: David Garf	Project			
10-SM	Fall 2013	San Miguel (Howard's Fork)	B	Carbenaro Mine Adit Reclamation. Reduce or treat the contaminated water - heavy metals, principal contributor to Howard's Fork. Investigating what options exist to mitigate heavy metal loading.	San Miguel	Not Complete		Water Quality	EPA, Division of Water Safety, CDPHE, DRMS, private landowner	Source: Peter Mueller, Pat Willis	Project			
11-SM	Fall 2013	San Miguel (Naturita Creek)	NC	Naturita Creek Proposed ISF. Spawning habitat for flannelmouth sucker, bluehead sucker, and roundtail chub. BLM has collected preliminary data for an instream flow right. Could also protect agricultural lands and water rights to preserve existing flows. Current conservation easements and supportive landowners. ISF data collected and CWCB Appropriation; possible purchase/lease of ISF.	San Miguel	Not Complete		Native Warmwater Fish, Aquatic Habitat	BLM, CWCB, CPW, private landowners, San Miguel Co Open Space	Source: Roy Smith, BLM, Dave Foley, private landowners	Process			
12-SM	SWSI 2010	San Miguel (Howard's Fork)	B	Carribou Mine Tailings and Adit. Investigate how best to reclaim. Improvement of water quality.	San Miguel	Not Complete		Water quality	USFS, private landowner, DRMS, EPA, CDHPE	Source: Peter Mueller	Project			
13-SM	SWSI 2010	San Miguel	NC	Flow Protection for Area of Critical Environmental Concern. Flows to protect already designated ACEC values. Portion of section determined as wild suitability under Wild and Scenic.	San Miguel, Montrose	Not Complete			BLM, Wild and Scenic stakeholders, TNC, San Miguel County	Source: BLM, Jenny Russell				
14-SM	SWSI 2010	San Miguel	NC	Valley Floor River Channel Restoration. Valley floor restoration of historic river channel. Riparian habitat restoration. Flows to protect wetlands. Existing flows may be sufficient.	San Miguel	Not Complete		Riparian habitat, Aquatic habitat	Town of Telluride	Source: Telluride, Lance McDonald	Project			

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
21	San Miguel River Basin Draft IPP List Continued...														
22	PROPOSED IPPs								IPP Contact Information						
23	ID	Date	Sub Basin	NC/C/B	Description	County	Status	Remaining Steps	Need Addressed	Sponsors	Lead contact & Source of Info.	Project vs. Process	Project ready for implementation NOW?	Does the need exist today?	Already received some WSRA funding?
24	15-SM	SWSI 2010		NC	<u>San Miguel Instream Flow</u> . Identify non-consumptive need to support fisheries from CCC-ditch downstream to Calamity Creek in times when CCC-Ditch diverts most or all of the water. Identify willing lessor for 3 to 10 year paid lease of water.		Not Complete		Native Warmwater Fish, Aquatic Habitat	CPW, TNC, CWT, and others as needed	Source: Peter Mueller				
25	16-SM	SWSI 2010	San Miguel	C	<u>Tri-State Power Facility</u> . Have adequate water rights for future demands but would need storage to firm the yield if plant is expanded. Need storage options.	Montrose	Not Complete		Industrial water supply	Tri-State Power Facility					
26	17-SM	SWSI 2010	San Miguel	C	<u>Straw Dam</u> . The dam is located immediately downstream of the existing Gurley Reservoir and could provide additional storage for M&I uses on Wrights Mesa. Designs have been prepared.	San Miguel	Not Complete			San Miguel Water Conservancy District (SMWCD)	Source: Steve Harris	Project			
27	18-SM	SWSI 2010	San Miguel	C	<u>Town of Ophir</u> . The Town of Ophir is investigating methods to provide for the long term water supply possibly including diversion and storage facilities.	San Miguel	Not Complete		Municipal water supply	Town of Ophir	Source: April Montgomery	Project			
28	19-SM	SWSI 2010	San Miguel	C	<u>Town of Norwood</u> . The Town of Norwood holds water rights on the San Miguel River to provide for future municipal water needs. Use of the water rights would involve a diversion from the river and a small storage facility.	San Miguel	Not Complete		Municipal water supply	Town of Norwood	Lead & Source: Patti Grafmyer	Project			
29	20-SM	SWSI 2010	San Miguel	C	<u>Aldarosa Ranch & Homeowners Company</u> . Have water rights and groundwater.	San Miguel	Not Complete		Municipal water supply	Aldarosa Ranch & Homeowners Co	Source: Helton & Williamsen				
30	21-SM	SWSI 2010	San Miguel	C	<u>Norwood Water Commission</u> . This project would be for municipal needs when growth takes place and infrastructure would be updated and the water system expanded to enable Norwood Water Commission to serve unincorporated Montrose County (Phase III, as called out by the NWC Master Plan). This would provide additional back-up to the existing 10 inch mainline from the water treatment plant to Norwood.	San Miguel, Montrose	Not Complete		Municipal water supply	Norwood Water Commission	Source: Patti Grafmyer Lead: Tim Lippert	Project			
31	22-SM	SWSI 2010	San Miguel	NC	<u>Potential RICD</u> . Important rafting/boating area. No protection of recreation flows currently exists. Area identified by BLM as suitable for recreation under Wild and Scenic process. Potential recreation in channel diversion, kayak park or protection of rafting flows.	San Miguel, Montrose	Not Complete		Recreational boating	San Miguel Whitewater Alliance, Telluride Outside, Jagged Edge, San Miguel County, BLM	Source: San Miguel Whitewater Alliance	Project			
32	23-SM	Apr-14	San Miguel	C	<u>Norwood Lawn and Garden</u> . The installation of a raw water irrigation system within Norwood for residents to use for outside watering. Norwood Water Commission would be able to utilize their 119 shares of water for this project and residents would use less treated water for outside use.	San Miguel	Not Complete		Municipal water supply (infrastructure)	Norwood Water Commission	Lead: Tim Lippert Source: Patti Grafmyer	Project			
33	24-SM	Apr-14	San Miguel	C	<u>Town of Mountain Village</u> . This project includes two components: 1) Installation of a connection waterline between two tanks to better supply water for fire protection; 2) Installation of 2 micro hydro generators in the systems.	San Miguel	Not Complete	Permitting has started, Construction	Municipal water supply	Mountain Village	Source & Lead: Finn Kjome	Project	Yes	Yes	No
34	25-SM	Apr-14	San Miguel	B	<u>San Miguel Watershed Coalition</u> . The Coalition works to "advance the ecological health and promote the economic vitality of the watershed through the collaborative efforts of the entire community. Our ultimate goal is to realize a watershed that is healthy in every respect while offering a sustainable and quality lifestyle for all who live in it."The coalition periodically compiles and issues a watershed health assessment entitled the San Miguel Watershed Report Card.	San Miguel, Montrose	Ongoing		Water Quality, Riparian habitat, Aquatic habitat		Source & Lead: Linda Luther-Broderick	Process			
35	26-SM	May-14	San Miguel	NC	<u>Tabeguache Creek Native Fish Barrier Removal Project</u> . The project will remove existing barrier on the Tabeguache Creek in order to create passage for the native fish to move upstream, which will help protect and enhance habitat and restore populations of these native fish. The need for action is outlined in the Range-Wide Conservation Agreement and Strategy for three warmwater fish.	Montrose	Not Complete		Native warmwater fish	BLM, TNC, San Miguel Watershed Coalition	Source & Lead: Linda Luther-Broderick	Project	Yes	Yes	No
36	27-SM	Jun-14	San Miguel	NC	<u>CCC-Ditch Fish Ladder Repair</u> . This project will repair the scour hole below the CCC Ditch diversion dam and place boulders in a reverse shingled manner in order to improve and repair the fish ladder and to improve the passage over the dam for whitewater boaters.	San Miguel	Not Complete		Native fish, Recreation	BLM, Colorado Water Trust, San Miguel Watershed Coalition	Source & Lead: Linda Luther-Broderick	Project	Yes	Yes	No
37	28-SM	Jun-14	San Miguel	C	<u>Alternate Main Line to Norwood</u> . Additional 14 inch main line from the Water Treatment Plant to the 200,000 gallon tank south of Norwood (Phase I, as called out by the NWC Master Plan).	San Miguel	Not Complete		Municipal water supply	Norwood Water Commission	Source: Patti Grafmyer Lead: Tim Lippert	Project			
38	29-SM	Jun-14	San Miguel	C	<u>Upgrade and Loop Water Lines</u> . Up-grade the undersized water lines, add a 100,000 gallon portable water tank and loop the water line on the north east of Norwood (Phase II, as called out by the NWC Master Plan).	San Miguel	Not Complete		Municipal water supply	Norwood Water Commission	Source: Patti Grafmyer Lead: Tim Lippert	Project			

From: Paul Cooke - CDPS [mailto:paul.cooke@state.co.us]
Sent: Friday, February 27, 2015 2:50 PM
To: Distribution List
Subject: Agreement for Cooperative Wildfire Protection (State-County)
Importance: High

County Commissioners, Sheriffs and Other Wildland Fire Partners:

The Division of Fire Prevention and Control (DFPC) is pleased to present the new Cooperative Wildfire Agreement between the State and each County. This Agreement updates our collective agreements from the 1980s and 1990s, and represents the cooperative efforts of DFPC and a representative group of Counties, their attorneys, and Sheriffs. We are very appreciative of all of the collaborative efforts undertaken by all to develop this Agreement, with special thanks to Boulder County, La Plata County, Hinsdale County, Larimer County, Summit County, the Executive Director of the Colorado Department of Public Safety, and the Colorado Attorney General's Office.

DFPC began the process of updating this important agreement in April 2014. To promote collaboration with all interested stakeholders, we traveled around the State presenting the proposed changes. After receiving meaningful feedback from several counties, a county attorney working group was formed to help draft a new agreement that would be palatable for all signatories. DFPC, the Department of Public Safety, and its attorney representative met with this group of county attorneys, as well as several Sheriffs, emergency managers, and other county personnel several times to discuss outstanding issues in this important agreement.

This agreement governs the relationship between DFPC and the County on preparedness, planning, and prevention of wildland fires. It also covers roles and responsibilities when a county has a wildland fire that exceeds its capabilities and requests assistance from the Division. It is important to define these important relationships before another wildland fire season begins, and we are grateful to our partners for their hard work in this collaborative effort. The Annual Operating Plan (AOP) elaborates on items included in the State and County Agreement and are customizable for each County. DFPC recognizes that each County has unique needs and circumstances, and the AOP will continue to provide counties with the maximum flexibility in how wildfire will actually be managed within each individual county. The ongoing AOP meetings are still the appropriate forum for raising County-specific issues with DFPC's Fire Management Officers.

As for next steps, please return **three signed signature pages** to:

Division of Fire Prevention and Control
Attn: Roberta Mooney
690 Kipling St. Suite 2000
Denver, CO 80215

by **May 1, 2015**. The agreement requires signatures from the **Board of County Commissioners and the Sheriff**, since both the County and the Sheriff have unique responsibilities pursuant to this Agreement.

For those counties who participate in the Emergency Fire Fund, a new version of that Agreement will be sent to you shortly so that you can obtain signatures on both documents simultaneously. If you have any questions about this Agreement or the process, please do not hesitate to call Roberta Mooney, Policy Analyst, at (303) 239-5885 or contact her via email at Roberta.Mooney@state.co.us.

Respectfully,

Paul

Paul L. Cooke
Director

P 303.239.5865 | F 303.239.5887
690 Kipling St., Suite 2000, Denver, CO 80215
paul.cooke@state.co.us | www.dfs.state.co.us

Our mission is to provide leadership and support to Colorado communities in reducing threats to lives, property, and the environment from fire.

**AGREEMENT
FOR
COOPERATIVE WILDFIRE PROTECTION**

This Agreement is made by and between San Miguel, Colorado acting through its Board of County Commissioners and Bill Masters, the Sheriff of the County and the State of Colorado acting by and through the Department of Public Safety for the benefit of the Division of Fire Prevention and Control.

A. AUTHORITIES

C.R.S. § 24-33.5-707.	Local and Interjurisdictional Disaster Agencies and Services
C.R.S. § 24-33.5-709	Local Disaster Emergencies
C.R.S. § 24-33.5-1201.	Division of Fire Prevention and Control
C.R.S. § 24-33.5-1202.	Definitions
C.R.S. § 24-33.5-1203.	Duties of Division
C.R.S. § 24-33.5-1217.3.	Authority to Permit Controlled Burns During Drought Conditions
C.R.S. § 24-33.5-1217.5.	Minimum Prescribed Burning Standards
C.R.S. § 24-33.5-1218.	Cooperation with Governmental Units
C.R.S. § 24-33.5-1219.	Wildland Fires – Duty of Sheriff to Report
C.R.S. § 24-33.5-1220.	Funds Available – Emergency Fire Fund
C.R.S. § 24-33.5-1221.	State Responsibility Determined
C.R.S. § 24-33.5-1222.	Cooperation by Counties
C.R.S. § 24-33.5-1223.	Sheriffs to Enforce
C.R.S. § 24-33.5-1224.	Limitation of State Responsibility
C.R.S. § 24-33.5-1225.	Emergencies
C.R.S. § 24-33.5-1226.	Wildfire Emergency Response Fund
C.R.S. § 24-33.5-1228.	Colorado Firefighting Air Corps
C.R.S. § 29-1-101, <i>et seq.</i>	Local Government Budget Law
C.R.S. § 29-22.5-101, <i>et seq.</i>	Wildland Fire Planning
C.R.S. § 30-10-512.	Sheriff to Act as Fire Warden
C.R.S. § 30-10-513.	Duties of Sheriff – Coordination of Fire Suppression Efforts for Forest, Prairie, or Wildland fire - expenses
C.R.S. § 30-10-516.	Sheriffs to Preserve Peace – Command Aid
C.R.S. § 30-11-107(1) (o).	Powers of the Board of County Commissioners

B. RECITALS

1. In accordance with C.R.S. § 29-22.5-103(3)(a), the DFPC is designated the lead Colorado State Agency for Wildland Fire suppression as identified in the Colorado State emergency operations plan.

2. In accordance with C.R.S. § 24-33.5-1203(1)(h), the DFPC provides technical assistance, upon request, to the County, the Sheriff, and Fire Departments on local fire safety

matters such as fire prevention, fire protection, fire investigation, and emergency medical services.

3. In accordance with C.R.S. § 24-33.5-1203(1)(k) and (m), the DFPC, upon request, assists the County, the Sheriff, and Fire Departments' efforts to procure, inspect, and maintain Wildland Fire resources and equipment, and the County, the Sheriffs and Fire Departments' efforts to organize, train, and equip personnel to detect, contain, and extinguish Wildland Fires.

4. In accordance with the *Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement for the State of Colorado*, as amended, the DFPC facilitates input of eligible Fire Department, County, Sheriff and State Wildfire resources into the ROSS, from which those resources can be ordered when needed. DFPC also administers and manages the IQS program, which is used to track NWCG qualifications for Fire Department, County, Sheriff, and State personnel and enters such personnel into the ROSS.

5. In accordance with C.R.S. §§ 24-33.5-1203(1)(m), 24-33.5-1231, and other applicable statutes, the DFPC administers certain State and Federal programs related to the County, the Sheriff, and Fire Departments' Wildland Fire duties and responsibilities such as the FEPP Program, DFPC engine program, and other grant programs.

6. In accordance with C.R.S. § 24-33.5-1228, the DFPC manages the Colorado firefighting air corps.

7. In accordance with C.R.S. § 29-22.5-103(1)(a), the chief of the fire department in each fire protection district in the state is responsible for the management of Wildland Fires that occur within the boundaries of his or her district and that are within the capability of the fire district to control or extinguish.

8. In accordance with C.R.S. § 29-22.5-103(2)(a), the Sheriff is the fire warden of the county and is responsible for the planning for, and the coordination of, efforts to suppress County Responsibility Fires. Further, pursuant to C.R.S. § 29-22.5-103(2)(b), the Sheriff is responsible for appointing a Local Incident Management Team to provide the command and control infrastructure required to manage a County Responsibility Fire, and for assuming financial responsibility for the Wildland Firefighting efforts on behalf of the County in compliance with the terms of the Local Government Budget Law of Colorado, C.R.S. § 29-1-101, *et seq.*

9. In accordance with C.R.S. § 29-22.5-104(1), the Sheriff may develop and update as necessary a wildfire preparedness plan for the unincorporated areas of the county in cooperation with any fire district with jurisdiction over such unincorporated areas.

10. In accordance with C.R.S. § 24-33.5-707(10)(a), the Sheriff is responsible for coordination of all search and rescue operations within the Sheriff's jurisdiction.

11. In accordance with C.R.S. § 30-10-516, the Sheriff is responsible for preserving the peace within the county.

12. In accordance with C.R.S. § 30-10-513(2), with the Sheriff's concurrence, the DFPC may assume any of the Sheriff's Wildland Fire duties or responsibilities.

13. In accordance with C.R.S. §§ 29-22.5-103(2)(c) and 30-10-513(1)(d), in the case of a State Responsibility Fire, the Sheriff and the DFPC are required to enter into an agreement concerning the transfer of authority and responsibility for fire suppression and the retention of responsibilities under a Unified Command Structure.

14. In accordance with C.R.S. §§ 24-33.5-707(2) and 24-33.5-709, the County is responsible for declaring a local disaster emergency as well as maintaining a disaster agency or participating in a local or interjurisdictional disaster agency.

C. PURPOSE

The purpose of this Agreement is 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, such as prevention, preparedness, communication and education, hazard mitigation, fire planning, response strategies, tactics and alternatives, suppression and consideration of post-fire rehabilitation and restoration. It is the Parties' intent that this Agreement addresses both Wildland Fires in Wildland Areas and Wildland Fires in Wildland-Urban Interface areas.

D. DEFINITIONS

"Agency Administrator." Pursuant to the May 2008 *ICS Glossary*,¹ the chief executive officer (or designee) of the agency or jurisdiction that has responsibility for the incident.

"Agency Representative." Pursuant to the May 2008 *ICS Glossary* an individual assigned to an incident from an assisting or cooperating agency who has been delegated authority to make decisions on matters affecting that agency's participation at the incident.

"Agreement." This *Agreement for Cooperative Wildfire Protection*.

"Assumption of Fire Control Duty Agreement." A written agreement between the County, the Sheriff, and the DFPC concerning the scope of the transfer of responsibility and control over a Wildland Fire from the County and the Sheriff to the DFPC in the case of a State Responsibility Fire. The Assumption of Fire Control Duty Agreement may allocate costs and shall articulate any authority delegated to the DFPC by the Sheriff and any authority and duties retained by the Sheriff.

"Colorado Emergency Operations Line." The Colorado Division of Homeland Security and Emergency Management's point of contact for the County and the Sheriff to report

¹ <http://www.training.fema.gov/emiweb/is/icsresource/glossary.htm>.

Wildland Fires or to request any all-hazard assistance. This number will connect emergency managers with the on-duty communications personnel of the Colorado Department of Public Safety who will then notify the appropriate DFPC Fire Management Officer.

“Colorado Prescribed Fire Planning and Implementation Policy Guide.” The DFPC’s annual guide that provides standardized procedures specifically associated with the planning and implementation of prescribed fire, accessible via the *Wildland Fire Management* page of DFPC’s website.

“County.” San Miguel, Colorado acting through its Board of County Commissioners.

“County AOP.” The *County Annual Operating Plan* is an aspirational planning document between the County, the Sheriff, the DFPC, Federal land agencies, and other possible participants, adopted on an annual basis. The County AOP documents how interagency cooperation is to be implemented within the county on an annual basis. The template is attached as Exhibit A.

“County Responsibility Fire.” A Wildland Fire occurring in the unincorporated area of the county outside the boundaries of a fire protection district or a Wildland Fire that exceeds the capabilities of a fire protection district to control or extinguish.

“DFPC” or “Division.” The Colorado Division of Fire Prevention and Control.

“DFPC Analysis Form.” The analysis form used by the DFPC and the Sheriff to determine whether a Wildland Fire meets the criteria to be elevated to a State Responsibility Fire or may otherwise qualify for State coordinated financial assistance. The form is attached hereto as Exhibit B. The Parties agree that changes or amendments to the DFPC Analysis Form as currently attached to this Agreement will be made through the rule making process described in C.R.S. § 24-4-103, by January 31, 2016, and will be incorporated in this Agreement after promulgation.

“Disaster.” Pursuant to C.R.S. § 24-33.5-703(3), the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural cause or cause of human origin, including but not limited to a Wildland Fire, existing in the state or in any county, city, town, or district in the state.

“EFF.” Means the Emergency Fire Fund as defined in C.R.S. § 24-33.5-1202(3.8) and § 24-33.5-1220, *et seq.*

“FEPP Program.” The Federal Excess Personal Property Program enacted by Congress under the Federal Property and Administrative Services Act of 1949 (June 30, 1949, Pub. L. 152, Ch. 288, 63 Stat. 377) and the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. § 2101 *et seq.*) through which DFPC is responsible for building and maintaining fire equipment in the State of Colorado.

“Fire Department.” Pursuant to C.R.S. § 24-33.5-1202(3.9), the duly authorized fire protection organization of a town, city, county, or city and county, a fire protection district, or a metropolitan district or county improvement district that provides fire protection.

“Incident Commander.” Pursuant to C.R.S. § 29-22.5-102(2), the individual responsible for the overall management of the incident including developing incident objectives and managing all incident operations, by virtue of explicit legal, agency, or delegated authority.

“IQS.” The Incident Qualification System developed by the National Association of State Foresters. IQS is a software program that allows the user to track incident qualifications, experience, tasks books and fitness levels for organization/agency personnel.

“Local Incident Management Team.” Pursuant to C.R.S. § 29-22.5-102(4), a single or multi-agency team of capable individuals formed and managed at the local or county level and created or activated when necessary to provide the command and control infrastructure required to manage a major or complex incident requiring a significant number of local and mutual aid resources.

“Mutual Aid Agreement.” Pursuant to C.R.S. § 29-22.5-102(5), a written agreement between or among federal, state, and local agencies in which the agencies agree to assist one another upon request by furnishing such resources as personnel and equipment.

“NFIRS.” The National Fire Incident Reporting System or its successor system.

“NIMS.” Pursuant to C.R.S. § 29-22.5-102(6), the National Incident Management System is the national command and management system developed by the U.S. Department of Homeland Security to provide a unified approach to incident management.

“NWCG.” The National Wildfire Coordinating Group.

“Party” or “Parties.” “Party” means the County, or the Sheriff, or the DFPC and “Parties” means the County, the Sheriff and the DFPC.

“Prescribed Burning.” Pursuant to C.R.S. § 24-33.5-1202(8.3), the application of fire, in accordance with a written prescription for vegetative fuels, under specified environmental conditions while following appropriate precautionary measures that ensure public safety and that is confined to a predetermined areas to accomplish public safety or land management objectives. The term excludes controlled agricultural burns and controlled ditch burns.

“ROSS.” The Resource Ordering and Status System chartered by the National Wildfire Coordinating Group and managed by the U.S. Forest Service. ROSS is a nationwide,

web-based database system that tracks all tactical, logistical, service and support resources mobilized by the incident dispatch community.

“Sheriff.” The Sheriff of the county.

“State.” The State of Colorado.

“State Responsibility Fire.” A County Responsibility Fire that exceeds the County and the Sheriff’s capability to control or extinguish as exhibited by the DFPC Analysis Form and for which DFPC has assumed fire control duty as provided in the Assumption of Fire Control Duty Agreement and determined that the fire meets the criteria for EFF, or for State-coordinated financial assistance.

“Unified Command” or “Unified Command Structure.” Pursuant to C.R.S. § 29-22.5-102(8), the incident commanders representing agencies or jurisdictions that share responsibility for the incident manage the response from a single incident command post, allowing agencies with different legal, geographic, and functional authorities and responsibilities to work together effectively without affecting individual agency authority, responsibility, or accountability.

“Wildland Area.” Pursuant to C.R.S. § 29-22.5-102(9), an area in which development is essentially nonexistent, except for roads, railroads, power lines, and similar infrastructure, and in which structures, if present, are widely scattered.

“Wildland Fire.” Pursuant to C.R.S. § 29-22.5-102(10), an unplanned or unwanted fire in a Wildland Area, including unauthorized human-caused fires, out-of-control prescribed fires, and all other fires in Wildland Areas where the objective is to extinguish the fire. For purposes of this Agreement, Wildland Fire also includes fires in the Wildland Urban Interface area.

“Wildland Urban Interface” or “WUI.” The line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels. Describes an area within or adjacent to private and public property where mitigation actions can prevent damage or loss from wildfire. *See* NWCG Glossary of Wildland Fire Terminology – PMS-205, October 2014.

“Wildland-Urban Interface Fire” or “WUI Fire.” An unplanned or unwanted fire involving vegetative fuels in the Wildland Urban Interface, including unauthorized human-caused fires, out-of-control prescribed burning, and all other fires involving vegetative fuels in the WUI where the objective is to extinguish the fire. *See* FEMA 2010 National Fire Incident Reporting System Complete Reference Guide.

“Wildfire.” For purposes of this Agreement, either a Wildland Fire in a Wildland Area or a Wildland-Urban Interface Fire in a Wildland-Urban Interface area.

E. ACKNOWLEDGEMENT OF SUPPLEMENTS TO THIS AGREEMENT

County AOPs, Assumption of Fire Control Duty Agreements, Cost Share Agreements, or other supplements to this Agreement further describe the working relationships, financial arrangements and joint activities not otherwise specified under the terms of this Agreement.

F. HIERARCHY AND PRECEDENCE FOR AGREEMENTS AND EXHIBITS

The provisions of this Agreement shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. The Colorado Special Provisions;
2. The provisions of the main body of this Agreement, and any amendments thereto;
3. Executed EFF Agreement for EFF Counties;
4. Executed Cost Share Agreements;
5. Executed Assumption of Fire Control Duty Agreements;
6. Executed County AOPs;
7. Executed DFPC Analysis Forms.

The Parties to this Agreement hereby acknowledge and agree that any changes the DFPC Analysis Form made by DFPC pursuant to its power to promulgate rules and regulations set forth in C.R.S. § 24-4-103, *et seq.* may result in an updated version of such document and shall be incorporated into this contract. If such document has been updated after the effective date of this Agreement, the DFPC will provide the Parties with such updated document.

G. AGREEMENT

Section 1. PLANNING

1.1 County AOP. Prior to April 1 of each year, the Parties, along with other agencies having Wildland Fire responsibilities within the county, shall jointly prepare, review, update, execute, and distribute a County AOP. The DFPC shall arrange the date and location of the County AOP meeting(s), and shall be the lead coordinator and facilitator of the County AOP. The Parties acknowledge and agree that with the Sheriff's consent, Fire Departments may participate in County AOP meeting(s) and negotiations and may execute the County AOP as a party. The County AOP shall be in the format of the template attached hereto as Exhibit A, *County Annual Operating Plan Template*. However, the Parties may revise the County AOP to comport with the County's emergency operations plan, Mutual Aid Agreements, community wildfire protection plans, county wildfire preparedness plan, or any other agreements with Fire Departments or other governmental entities. Further, the Parties acknowledge and agree that the County AOP is an aspirational plan documenting how Wildland Fire cooperation is implemented within the county.

1.2 Execution of the County AOP. All Parties recognize the importance of clear plans in the event of a Wildland Fire. For this reason, all Parties will make a good faith effort to execute a County AOP by April 1 of each year. Failure to execute a County AOP by the April 1 deadline will not result in a penalty to any Party pursuant to this Agreement. The Parties may jointly extend the April 1 deadline upon the written mutual consent of all Parties and the provision of written notice of the same being sent to all the participants in the prior year's County AOP.

1.3 Intergovernmental Agreements Concerning State Owned Lands. The Parties acknowledge that pursuant to C.R.S. § 24-33.5-1221(2), the County may be required to enter into intergovernmental agreements prior to January 1, 2017, with certain state agencies that own lands within the county.

Section 2. ROLES AND RESPONSIBILITIES IN A COUNTY RESPONSIBILITY FIRE

2.1 County and Sheriff Responsibilities. The County and Sheriff are fiscally and operationally responsible, respectively, for a County Responsibility Fire as described in C.R.S. §§ 29-22.5-103 (2)(b) and 30-11-107(1)(o). Thereby, for the duration of a County Responsibility Fire and pursuant to any applicable emergency operations plan, Mutual Aid Agreements, community wildfire protection plans, county wildfire preparedness plans, cost share agreement, or other agreements between the County and Fire Departments or other governmental entities, the Sheriff shall appoint a Local Incident Management Team to provide the command and control infrastructure necessary to manage a County Responsibility Fire. The Local Incident Management Team may consist of a single individual serving as Incident Commander. On behalf of the County, the Sheriff shall assume financial responsibility for Wildland Fire suppression efforts and the authority for the ordering and monitoring of resources subject to compliance with State law.

2.2 DFPC Responsibilities. The State's principal role during a County Responsibility Fire is to support the County and the Sheriff in their response to the Wildland Fire. Thereby, for the duration of a County Responsibility Fire, the DFPC shall administer certain State programs related to the County and Sheriff's Wildland Fire duties and responsibilities, such as the Wildfire Emergency Response Fund program set forth in C.R.S. § 24-33.5-1226 and the Colorado Firefighting Air Corps program created pursuant to C.R.S. § 24-33.5-1228. If requested by the Sheriff, the DFPC shall appoint an Agency Representative who shall provide technical assistance to the Sheriff and the appointed Local Incident Management Team. Further, the DFPC shall reply to all requests for State personnel, resources, and equipment from the County, Sheriff, or the Local Incident Management Team, even if the DFPC cannot provide the requested personnel, resources, and/or equipment. Finally, the DFPC may enter into separate agreements with the County and the Sheriff to provide the requested personnel, resources, and/or equipment.

Section 3. ROLES AND RESPONSIBILITIES IN A STATE RESPONSIBILITY FIRE

3.1 Procedure for Elevating a County Responsibility Fire to a State Responsibility Fire. Pursuant to C.R.S. § 29-22.5-103(2)(c), when the Sheriff determines that a County

Responsibility Fire exceeds the County's capability to control or extinguish the Wildland Fire, the Sheriff shall request assistance from DFPC through the Colorado Emergency Operations Line and, in addition, by any other available means of communication the Sheriff so chooses. Following such a request for assistance, the DFPC and the Sheriff will assess the severity of the fire utilizing the *DFPC Analysis Form*. The Wildland Fire shall be elevated to a State Responsibility Fire when the DFPC Analysis threshold has been met and the Parties enter into an Assumption of Fire Control Duty Agreement whereby the Parties will allocate responsibilities related to fire suppression responsibilities and financial responsibilities.

If the County participates in the Emergency Fire Fund program, the DFPC shall assess whether a Wildland Fire qualifies for Emergency Fire Fund assistance by following the procedures outlined in the County's Memorandum of Understanding: For Participation in the Colorado Emergency Fire Fund.

3.2 County and Sheriff Responsibilities. For the duration of a State Responsibility Fire, the Sheriff, at the Sheriff's discretion, may serve or appoint someone to serve within the Unified Command Structure as an Agency Administrator. The Sheriff's Agency Administrator shall, at the Sheriff's discretion, in consultation and cooperation with DFPC's Agency Administrator, appoint an Incident Commander. The Sheriff's Agency Administrator shall work collaboratively with DFPC's Agency Administrator to identify objectives and concerns to share with the Incident Commander within the Unified Command Structure. If the Sheriff elects to not serve as or appoint an Agency Administrator, the Sheriff shall serve as or appoint an Agency Representative.

3.3 DFPC Responsibilities. For the duration of a State Responsibility Fire, the DFPC shall administer EFF and/or State funds for fire management costs and appoint an Agency Administrator who shall represent the State in accordance with the delegation of authority contained in an Assumption of Fire Control Duty Agreement. DFPC's Agency Administrator shall, in consultation and cooperation with any appointed Sheriff's Agency Administrator, appoint an Incident Commander. The DFPC Agency Administrator shall work collaboratively with any appointed Sheriff Agency Administrator to identify objectives and concerns to share with the Incident Commander within the Unified Command Structure.

3.4 Parties' Mutual Responsibilities. In the case of a State Responsibility Fire, the Parties shall enter into the following separate agreements specifically addressing, at a minimum, the bulleted subjects:

Assumption of Fire Control Duty Agreement:

- Transfer of authority and responsibility for fire suppression to DFPC;
- Specific limitations to the fire control duty assumed by DFPC;
- Description of the powers and responsibilities retained by the County and Sheriff and those delegated to the DFPC;

Cost Share Agreements:

- Outline of the Parties' various financial responsibilities and the authority for the ordering and monitoring of resources; and

Return of Authority Agreement:

- Criteria and procedures to be utilized by the Parties to determine when the County and the Sheriff will again be capable of controlling or extinguishing the Wildfire allowing the State Responsibility Fire to be lowered to a County Responsibility Fire.

Because the Parties may maintain separate legal and functional authority and responsibility related to a State Responsibility Fire, responsibility for tasks beyond fire suppression may be included or excluded from the agreements described above upon agreement of the Parties.

3.5 All Parties Agree. No Party shall delay suppression efforts while deciding jurisdictional responsibilities for fires in which suppression is the appropriate management response.

3.6 Appeal of Determination of State Responsibility Fire. Review of the DFPC's use of the *DFPC Analysis Form* in analyzing a potential State Responsibility Fire that will be in accordance with the provisions of C.R.S. § 24-4-106.

Section 4. WILDFIRE PREPAREDNESS

4.1 County and Sheriff Responsibilities. The County and the Sheriff shall comply with the Wildland fire planning responsibilities as set forth in C.R.S. § 29-22.5-101, *et seq.* and the provisions of C.R.S. §§ 30-10-513 and 30-10-513.5. The County and the Sheriff agree to identify for DFPC any designated individuals other than the Sheriff with the authority to make wildfire preparedness decisions. The County and Sheriff agree to work collaboratively with the DFPC's Regional Fire Management Officer in the coordination of the State-owned engine program and training. The County and Sheriff agree to cooperate in organizing, training, equipping, and maintaining of Wildland firefighting forces within the county. The County and Sheriff agree to communicate with local Fire Departments, as needed, to ensure relevant information is available to the County, the Sheriff, and local Fire Departments. The County and Sheriff may enter into agreements with local Fire Departments that identify the procedures necessary to transition financial and overall management of a Wildland Fire from the local Fire Department to the Sheriff, define control capabilities, and establish cost-share principles.

4.2 DFPC Responsibilities. The DFPC shall assist the County and the Sheriff, upon request, in organizing and training County, Sheriff, and cooperator forces to detect, contain, and extinguish Wildland Fires. Through administration of the FEPP program, the DFPC shall assist the County and the Sheriff in the procurement, inspection, and arrangement for maintenance of major Wildland Fire equipment. To the extent grant programs are available, the DFPC shall also administer grant programs to assist the County and the Sheriff in acquiring Wildland Fire equipment, training, and suppression support. The DFPC shall encourage and provide assistance in the development of County Wildland Fire plans pursuant to C.R.S. § 29-22.5-101(1)(d). The DFPC shall work with the County and the Sheriff in the coordination of the DFPC engine program and training. The DFPC shall also manage and administer the IQS program and provide the County, the Sheriff, and Fire Departments with IQS access, training, program guidelines, and

terms of use. The DFPC may inspect records for the purposes of verifying NWCG qualifications for Fire Department, County, and State personnel.

Section 5. WILDFIRE PREVENTION

5.1 County Responsibilities. Pursuant to C.R.S. § 30-15-401(1)(n.5)(I), the County may ban open fires within the county. In considering multi-county or statewide open burning restrictions that impact other counties pursuant to C.R.S. § 24-33.5-1225, the County will inform the DFPC so that the DFPC may aid the counties in advising the Governor in issuing a proclamation against open burning and/or public movements in any area of the State spanning multiple counties to avoid overbroad burn bans. The County shall, to the extent possible, include and follow the public use restrictions outlined in the County AOP. The County agrees to work cooperatively with the DFPC to coordinate public fire prevention messages provided to the media as outlined in the County AOP.

5.2 DFPC Responsibilities. The DFPC shall confer with the County about the need for fire restrictions, and upon determining the need for restrictions on open burning and/or public movements affecting more than one county, recommend to the Governor the imposing or lifting of restrictions for burning and/or public movements, and inform affected counties of the Governor's decision. The DFPC, in cooperation with the County, shall coordinate public fire prevention messages provided to the media as outlined in the County AOP.

Section 6. WILDFIRE DETECTION AND NOTIFICATION

6.1 Sheriff Responsibilities. The Sheriff shall comply with the reporting provisions set forth in C.R.S. § 24-33.5-1219, via the Colorado Emergency Operations Line and its notification responsibilities as outlined in the County AOP.

6.2 DFPC Responsibilities. The DFPC shall immediately forward all notifications it receives of possible Wildland Fire within the county to the Sheriff, or the Sheriff's designee, for further action as outlined in the County AOP.

Section 7. INVESTIGATIONS

The Sheriff shall conduct, or cause to be conducted, an investigation as to the cause of all State Responsibility Fires suspected to be human-caused in order for the DFPC to facilitate reimbursement of costs expended in fire suppression efforts. The Sheriff shall endeavor to provide the DFPC with a copy of a preliminary investigation report concerning the cause and origin of the fire within thirty (30) calendar days after the Wildland Fire is controlled, or as soon as practicable thereafter. The Sheriff shall provide a final report upon the conclusion of the investigation but not later than nine (9) months after the date the Wildland Fire is declared contained to aid the DFPC in meeting the one year reporting deadline for recovering federal grant monies or other reimbursements. If the Sheriff cannot provide the final report within nine (9) months, the Sheriff shall provide a written notice to the DFPC no later than nine (9) months after the date the Wildland Fire is declared contained regarding: 1) the status of the investigation; 2) when the final report will be complete; and 3) whether charges have been filed

or an arrest has been made. The Sheriff shall also provide periodic updates to the DFPC, on the status of the investigation until the final report is provided if requested by the DFPC. If the Sheriff does not provide the final report or written notice to the DFPC as described above, the DFPC may not be able to recover grant monies or other reimbursements. Notwithstanding the foregoing, the Sheriff shall not be responsible for conducting investigations on any federally owned or managed lands.

Section 8. REPORTING

8.1 *All Parties Agree.* The Parties recognize that Wildland fire management funding is tied to accurate and complete statistical reporting, and will work together to encourage fire response agencies within the County to report statistical wildfire data to the DFPC via NFIRS.

8.2 *Sheriff Responsibilities.* The Sheriff shall report, or cause to be reported, to the DFPC all County Responsibility Fires utilizing the NFIRS or its successor system.

8.3 *DFPC Responsibilities.* The DFPC shall use the data obtained pursuant to Section 8.1 and 8.2 for required federal reporting and to apply for grant funding as available, and the DFPC shall maintain such data for at least two (2) years. Further, the DFPC shall assist the County and Sheriff with training regarding the NFIRS.

Section 9. PRESCRIBED BURNING

Prior to performing any Prescribed Burning in the county, the Party undertaking such Prescribed Burning shall develop a prescribed fire plan. The Parties shall inform one another prior to performing Prescribed Burning. The Parties shall follow the *Colorado Prescribed Fire Planning and Implementation Policy Guide* for any Prescribed Burning in the county, unless the County has adopted guidelines or standards meeting or exceeding the standards enumerated in C.R.S. § 24-33.5-1217.5. The DFPC may enter into an agreement with the County and/or the Sheriff to provide Prescribed Burning services pursuant to C.R.S. § 24-33.5-1217(6)(a).

All notices of Prescribed Burning shall be addressed to the respective Parties as follows:

DFPC: DFPC Regional Fire Management Officer

(address/phone/email)

County and Sheriff: Bill Masters
San Miguel County Sheriff
684 CR 63L
Telluride, CO 81435
970-728-4442 sheriff@sanmiguelcounty.org
(name/title/address/phone/email)

Section 10. BILLING AND PAYMENT

10.1 General Provisions. The Parties shall ensure that the County and/or the Sheriff are parties to any Mutual Aid Agreements, cost share agreements, or other agreements that apportion any Wildland Fire expenses to the County and/or the Sheriff and those agreements shall comply with State law. Any invoice from the DFPC to the County and/or the Sheriff for any expense incurred by any agency for a Wildland Fire occurring in the county shall include a copy of a written and executed Mutual Aid Agreement, cost share agreement, or other appropriate agreement apportioning such expense to the County and/or the Sheriff. DFPC serves as the coordinator for all inter-jurisdictional Wildland fire billing in Colorado.

In that capacity, the DFPC may charge the County and the Sheriff a *Cost of Overhead* fee not to exceed thirteen percent (13%) of the total amount billed to the County at a rate that adequately offsets the cost of providing the billing services.

10.2 Procedure to Invoice the County and the Sheriff. Following any Wildland Fire that may incur a cost to County or the Sheriff, the DFPC shall assist the County and the Sheriff by requesting cost reports from assisting agencies and producing invoices payable by the County. To start the process, within thirty (30) days after declared containment of the Wildland Fire, the County and/or the Sheriff shall submit to the DFPC a written request for cost reports from assisting agencies. Following receipt of the County and/or the Sheriff's written request, the DFPC shall request cost reports from assisting agencies for review and validation by the County and/or the Sheriff. Following the County and/or the Sheriff's review and validation, the DFPC shall make reasonable efforts to submit written invoices, along with adequate supporting documentation, to the County and/or the Sheriff within one hundred and twenty (120) days after the date the Wildland Fire is declared contained. If the DFPC cannot submit written invoices within one hundred and twenty (120) days, the DFPC shall at a minimum submit a written estimate of the anticipated expenses by November 15th of the year in which the Wildland Fire occurred.

Section 11. GENERAL PROVISIONS

11.1 Term. The Term of this Agreement shall commence on the date the last Party signs and shall remain in effect for five (5) years from that date. Any Party shall have the right to terminate its participation under this Agreement by providing one-year advance written notice to the other Parties to this Agreement.

11.2 Repeal of Prior Agreements. This Agreement, upon full execution, shall repeal and replace any other prior agreements between the Parties relating to cooperative Wildfire protection within the county.

11.3 Amendments or Extensions. Amendments or extensions, save any subject to rulemaking, within the scope of this Agreement shall only be made by mutual consent of the Parties to this Agreement by issuance of a written modification, signed and dated by all Parties to this Agreement, prior to any changes taking effect. No Party is obligated to fund any changes

not properly approved in advance.

11.4 Notices. All notices, requests, demands, or other communications under this Agreement shall be in writing and shall be deemed effective upon delivery, if delivered personally, or three (3) calendar days after mailing if deposited in the U.S. Mail, postage prepaid, and addressed to the respective parties as follows:

DFPC:	Division Director 690 Kipling Street, #2000 Lakewood, Colorado 80215
County:	<u>San Miguel County BOCC</u> <u>POB 1170</u> <u>Telluride, CO 81435</u>
Sheriff:	<u>San Miguel County Sheriff</u> <u>684 CR 63L</u> <u>Telluride, CO 81435</u>

11.5 Captions, Construction and Severability. The captions and headings used in this Agreement are for identification only, and will be disregarded in any construction of the Agreement provisions. To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

11.6 Ability to Contract. Each Party represents that it is not subject to any restrictive obligations imposed by any other agreement that would impair its ability to perform its obligations hereunder. The individual or individuals signing on behalf of each Party represent that they are fully authorized by law, statute, delegation, or otherwise to execute this Agreement and make it binding and enforceable against the Party on whose behalf the individual or individuals is or are signing.

11.7 Signatures. This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which shall together constitute one and the same document. Facsimile machine copies or scanned versions of an original signature by any Party shall be binding as if they were original signatures.

11.8 Appropriations. Because this Agreement involves the expenditure of public funds, all obligations under this Agreement are contingent upon appropriation and continued availability of funds for such obligations. The obligations described herein shall not constitute a general obligation, indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or the laws of the State of Colorado.

11.9 Colorado Special Provisions. The following Special Provisions are required by law to be contained in every agreement of the State of Colorado. Any conflict between the Special Provisions and any other provision of this Agreement shall be resolved in favor of the applicable Special Provision:

(a) Controller's Approval; C.R.S. § 24-30-202(1). This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee.

(b) Fund Availability; C.R.S. § 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.

(c) Governmental Immunity. No term or condition of this Agreement 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, C.R.S. § 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.

(d) Independent Contractor. The County and the Sheriff shall perform their duties hereunder as independent contractors and not as employees. Neither the County nor the Sheriff nor any agent or employee of either of them shall be deemed to be an agent or employee of the State. The County and the Sheriff and their 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 the County or the Sheriff or any of their agents or employees. Unemployment insurance benefits will be available to the County and the Sheriff and their employees and agents only if such coverage is made available by the County or Sheriff or a third party. The County and the Sheriff shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. The County and the Sheriff shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. The County and the Sheriff shall (a) 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 their acts and those of its employees and agents.

(e) Compliance with Law. The County and the Sheriff 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.

(f) Choice of Law. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. 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 Agreement, to the extent capable of execution.

(g) 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 Agreement or incorporated herein by reference shall be null and void.

(h) Software Piracy Prohibition; Governor's Executive Order D 002 00. State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. The County and the Sheriff hereby certify and warrant that, during the term of this Agreement and any extensions, the County and the Sheriff have and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the County or the Sheriff, or both, are in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

(i) Employee Financial Interest/Conflict of Interest; C.R.S. §§ 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 Agreement. The County and the Sheriff have no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the County's or Sheriff's services and the County and the Sheriff shall not employ any person having such known interests.

(j) Public Contracts with Natural Persons; C.R.S. § 24-76.5-101. The County and the Sheriff, 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 C.R.S. § 24-76.5-101 *et seq.*, and (c) if requested by the State, has produced one form of identification required by C.R.S. § 24-76.5-103 prior to the effective date of this Contract.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

_____ **COUNTY, COLORADO:**

Board of County Commissioners:

By: _____
Chair

Print Name & Title of
Authorized Officer

ATTEST:
(SEAL)

County Clerk

County Sheriff:

By: _____
Sheriff

STATE OF COLORADO:
John W. Hickenlooper, GOVERNOR

Department of Public Safety, Division of Fire Prevention and Control

By: _____
Paul L. Cooke
Director

APPROVED:

LEGAL SUFFICIENCY:
DEPARTMENT OF LAW
Cynthia H. Coffman
Attorney General

By: _____

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

C.R.S. § 24-30-202 requires that the State Controller approve all state contracts. This Agreement is not valid until the State Controller, or such assistant as he may delegate, has signed it.

STATE CONTROLLER:
ROBERT JAROS, CPA, MBA, JD

By: _____
Date: _____

Exhibit A: *County Annual Operating Plan Template*

2015 [Click here to enter text.](#)COUNTY ANNUAL OPERATING PLAN

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PREAMBLE

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PURPOSE

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AUTHORITIES

- Colorado Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement Between:
 - BUREAU OF LAND MANAGEMENT – COLORADO Agreement Number BLM-MOU-CO-538
 - NATIONAL PARK SERVICE – INTERMOUNTAIN REGION Agreement Number F1249110016
 - BUREAU OF INDIAN AFFAIRS – SOUTHWEST REGION (no agreement number)
 - UNITED STATES FISH AND WILDLIFE SERVICE – MOUNTAIN PRAIRIE REGION
 - UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE – ROCKY MOUNTAIN REGION Agreement Number 11-FI-11020000-017
- [Click here to enter text.](#)County, Intergovernmental Agreement for Participation in the Colorado Emergency Fire Fund, CSFS #108
- Agreement for Cooperative Wildfire Protection in [Click here to enter text.](#)County, CSFS #109

RECITALS

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INTERAGENCY COOPERATION

Interagency Dispatch Centers

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Interagency Resources

[Click here to enter text.](#)

Standards

[Click here to enter text.](#)

PREPAREDNESS

Protection Planning

[Click here to enter text.](#)

Protection Areas and Boundaries

[Click here to enter text.](#)

Methods of Fire Protection and Suppression

[Click here to enter text.](#)

Reciprocal (Mutual Aid) Fire Assistance

[Click here to enter text.](#)

Acquisition of Services

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Joint Projects and Project Plans

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Fire Prevention

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Public Use Restrictions

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Burning Permits

[Click here to enter text.](#)

Prescribed Fire (Planned Ignitions) and Fuels Management

[Click here to enter text.](#)

Smoke Management

[Click here to enter text.](#)

OPERATIONS

Fire Notifications

[Click here to enter text.](#)

Boundary Line Fires

[Click here to enter text.](#)

Response to Wildland Fire

[Click here to enter text.](#)

Special Management Considerations

[Click here to enter text.](#)

Decision Process

[Click here to enter text.](#)

Cooperation

[Click here to enter text.](#)

Communication

[Click here to enter text.](#)

Cost efficiency

[Click here to enter text.](#)

Delegation of Authority

[Click here to enter text.](#)

Preservation of Evidence

[Click here to enter text.](#)

STATE EMERGENCY FIRE FUND (EFF)

[Click here to enter text.](#)

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

Cost Share Agreement (Cost Share Methodologies)

[Click here to enter text.](#)

Training

[Click here to enter text.](#)

Communication Systems

[Click here to enter text.](#)

Fire Weather Systems

[Click here to enter text.](#)

Aviation Operations

[Click here to enter text.](#)

Billing Procedures

[Click here to enter text.](#)

Cost Recovery

Click here to enter text.

GENERAL PROVISIONS

Click here to enter text.

Personnel Policy

Click here to enter text.

Modification

Click here to enter text.

Annual Review

Click here to enter text.

Duration of Agreement

Click here to enter text.

Previous Agreements Superseded

Click here to enter text.

SIGNATURES

Authorized Representatives

Click here to enter text.COUNTY SIGNATURES

Signature

Date

Click here to enter text.

Printed Name

County Sheriff

Title

Signature

Date

Click here to enter text.

Printed Name

County Commissioner

Title

COLORADO DIVISION OF FIRE PREVENTION & CONTROL SIGNATURE

Signature

Date

Click here to enter text.

Printed Name

Regional Fire Management Officer

Title

FEDERAL LAND MANAGEMENT AGENCY SIGNATURES

Signature

Date

Click here to enter text.

Printed Name

Click here to enter text.

Title

Click here to enter text.

Federal Agency, Unit

Signature

Date

Click here to enter text.

Printed Name

Click here to enter text.

Title

Click here to enter text.

Federal Agency, Unit

Signature

Date

Click here to enter text.

Printed Name

Click here to enter text.

Title

Click here to enter text.

Federal Agency, Unit

Signature

Date

Click here to enter text.

Printed Name

Click here to enter text.

Title

Click here to enter text.

Federal Agency, Unit

Exhibit B: *DFPC Analysis Form*

EXHIBIT B

DFPC ANALYSIS FORM

(Complete this form daily, as appropriate, based on the fire situation)

Date: _____ Time: _____ County: _____ Fire Name: _____

Location: Lat/Long _____ Legal: T__ R__ Section(s) _____

	Current		Predicted	
	Yes	No	Yes	No
I. Resources				
a. Has the normal mutual aid network been fully implemented?				
b. Has the County committed all of its wildland resources defined in the County operating plan?				
c. Have aviation resources been ordered?				
d. Is the fire beyond the capability of local management team?				
e. Is water supply limiting suppression efforts?				
f. Is there a need for Interagency Regional or National resources?				
g. Is the availability of additional resources hampering suppression efforts?				
II. Values at Risk				
a. Is the general public threatened?				
b. Are structures threatened?				
c. Are there unusually hazardous firefighting conditions?				
d. Are historical values at risk?				
e. Does the fire involve mixed land ownership?				
f. Is critical infrastructure threatened?				
III. Fire Behavior				
a. Is fire behavior dictating an indirect control strategy?				
b. Is extreme fire behavior present?				
c. Is the 1000 hour fuel moisture below 12%?				
d. Is the fuel type and condition conducive to rapid				

	Current		Predicted	
	Yes	No	Yes	No
spread?				
e. Is accessibility limiting suppression efforts?				
f. Is the rate of spread beyond the suppression capability of local resources?				
g. Is fire burning on slope greater than 30%?				
IV. Fire Weather				
a. Are wind speeds greater than 20 mph?				
b. Is the temperature above seasonal average for fire location?				
c. Is the RH below 15%?				
d. Are there any critical fire weather events?				
V. Other Considerations				
a. Are there political or economic concerns?				
b. Are non-fire incidents occurring which have an impact on fire operations?				
c. Is additional aviation management or oversight needed?				
d.				
e.				
VI. Totals	A	B	C	D

Current (A) ___ + Predicted (C) ___ = _____

Current (B) ___ + Predicted (D) ___ = _____

To qualify for EFF or State financial assistance, answers must reflect a total local level commitment to the fire.

To qualify for EFF, total of Columns A + C must be equal to or greater than 35. If the incident does not qualify for EFF, DFPC may assist the County in seeking State financial assistance if available.

Sheriff or Designee's Signature

DFPC Director or Designee's Signature

DFPC DIRECTOR RESPONSE:



SAN MIGUEL COUNTY
HUMAN RESOURCES
335 West Colorado Avenue
Telluride, CO 81435
PH: 970.369.5471 Fax: 970.728.3718
Email: (Laurak@sanmiguelcounty.org)

INTERNAL MEMORANDUM

Date: March 25, 2015

To: Board of County Commissioners

CC: Stefani Conley, interim Human Resources Manager

From: Lynn Black, County Administrator

RE: 2015 County Health Pool (CHP) Designation of Representative - updated

Attached is the 2015 CHP Designation of Representative form for your review and signature. Per the CHP Bylaws, Article VIII Section B, each member of the County Health Pool must designate annually an official representative and one or more alternates for the member meetings. A second 2015 designated alternate representative is being added.

DESIGNATION OF REPRESENTATIVE TO COUNTY HEALTH POOL

WHEREAS, the governing body of San Miguel County (“Public Entity”) is advised that the business to be conducted at Members’ Meetings of the County Health Pool must be transacted by the Official Representative of each Member; NOW, THEREFORE, BE IT RESOLVED, that the governing body of San Miguel County (“Public Entity”), hereby and herewith: designates the following individual as its Official Representative to all County Health Pool Members’ meetings;

NAME: Lynn Black
TITLE: County Administrator
ADDRESS: P.O. Box 1170 Telluride, CO 81435
PHONE: 970-728-3844 EMAIL: lynnb@sanmiguelcounty.org

If applicable, the Designated Alternate Representative is;

NAME: Ramona Rummel, Finance Manager
NAME: Stefani Conley, interim Human Resources Manager

PUBLIC ENTITY DESIGNATED CORRESPONDENT (individual(s) that will receive monthly billing invoices, provide enrollment terms/add/changes and other general correspondences intended for distribution to employees)

NAME:	Stefani Conley	NAME:	Ramona Rummel
TITLE:	interim HR Manager	TITLE:	Finance Manager
ADDRESS:	P.O. Box 1170 Telluride CO 81435	ADDRESS:	P.O. Box 486 Norwood, CO 81423
PHONE:	970-369-5471	PHONE:	970-327-4885
EMAIL:	hr@sanmiguelcounty.org	EMAIL:	ramonar@sanmiguelcounty.org

COMPLETED BY: Joan May, BOCC Chair
(MUST be completed and signed by governing body)

DATE: 3/25/2015



San Miguel County Assessor's Office

Peggy O. Kanter, Assessor

333 W. Colorado Ave., 2nd Fl.
P.O. Box 506
Telluride, CO 81435-0506
(970)728-3174 fax (970) 369-1007

MEMORANDUM

Date: March 11, 2015, 2015
To: Board of County Commissioners (BOCC)
From: Peggy Kanter, Assessor
CC: Stefani Conley, SMC Human Resources
Re: Hiring Freeze Waiver

Recommendation: Approve a full-time Appraiser Position within the Assessor's Office to fill the upcoming vacancy created by Jeff Hemperley, effective March 13, 2015, 2015, since he will be relocating out of the state. We feel the need to start recruiting, as soon as possible.

The Assessor's Office is requesting a waiver of the current hiring freeze to hire a full-time replacement Appraiser to meet both State and taxpayer obligations. The reasons behind this request are as follows:

1. To perform my statutory duties which require that valuations and taxes shall be uniformly assessed within San Miguel County.
2. To perform the quality appraisal work necessary to pass the yearly State audit; including but not limited to identifying and assessing new construction, preparing values for reappraisal, preparing and presenting arguments for protest, arbitration, BAA, District Court cases, abatements, and daily data entry.
3. The above referenced duties are defined and mandated by State Statute. This office cannot produce the work required to complete the yearly cycle of appraisal work without adequate staff.
4. BAA appeals which are as yet unscheduled, will necessitate the preparation and compilation of in-depth reports. These cases also require presentation and travel time.
5. 2015 is a reappraisal year for San Miguel County. This reappraisal must be completed by April 1, 2015.
6. An in-house Man Power Study was prepared using the DPT guidelines and this document confirms the need to fill this full-time position. Even with four full-time appraisers, we are inadequately staffed per the study.

7. It is essential that we hire a Licensed or Certified Residential Appraiser to fill this position because the duties and responsibilities of the position require it. A lesser qualified individual would not have the professional skills necessary to contribute to the successful and statutorily lawful completion of the 2015 Reappraisal.

8. An exponential increase in activity by 'Property Tax Agents' in the past two reappraisal cycles has added to an already overburdened protest load. These agents file mass protests without regard to the actual savings to individual taxpayers; they believe they can cause this office to capitulate rather than take the time necessary to properly answer each case.

9. This position will assist the Assessor's office in meeting the State mandated deadlines as well as continue to complete the many other responsibilities and duties within this department.

The overall cost estimate (which includes base pay, benefits, Social Security and Medicare for this position will not exceed the Assessor's 2015 Budget which included this position under salaries.

AGREEMENT FOR SERVICES
Independent Contractor

PROJECT: Classification and Compensation Study

LOCATION: Telluride, Norwood, Ouray, CO

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:

Scope of Contractor's services as set forth in "A Proposal to Conduct a Classification and Compensation Study for San Miguel County, CO, dated January 12, 2015" submitted by Evergreen Solutions, LLC, a copy of which is incorporated herein by reference. The Scope of services includes extending the study to include Ouray County and the San Miguel Regional Housing Authority.

2. San Miguel County agrees to pay Contractor in four payments of \$11,725, payments to be made upon Contractor's completion of Tasks 1, 2-8, 9-13 with final payment due upon completion of Task 14 and County's acceptance of final work product. Total amount is not to exceed \$46,900. Invoices must be approved by Lynn Black.

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 February 4, 2015 to June 30, 2015. Time is of the essence in the contractor's performance of its obligations under this Agreement. San Miguel County's expenditure of any funds under this Agreement beyond the current County fiscal year shall be expressly subject to and contingent upon the County budgeting and appropriating funds for such purposes in accordance with the Colorado Local Government Budget Law. Should such funds not be budgeted and appropriated for the County's obligations under this Agreement for future fiscal years, this Agreement shall terminate at the end of the fiscal year for which such funding has been lawfully budgeted and appropriated, and the County shall provide the contractor with prior written notice of such termination.
9. **NOTICE.** All rights, obligations, privileges and duties created herein may be terminated at any time by either party by the giving of written notice to the other party at their last known address.
10. **COMPLIANCE WITH H.B. 06-1343, 07-1073, and S.B. 08-193, C.R.S. TITLE 8, ARTICLE 17.5, Part 1. Illegal Aliens – Public Contracts for Services Requirements.**
 - A. Contractor hereby certifies that, at the time of the certification, and prior to its execution of this Agreement, that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the contractor will participate in either the E-Verify Program or the Department Program, as defined in §8-17.5-101, C.R.S., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public Agreement for services.
 - B. Contractor hereby agrees and certifies that during the term of this Agreement it shall not:
 - (I) Knowingly employ or contract with an illegal alien to perform work under this Agreement for services; or,
 - (II) Enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work

under this public Agreement for services.

- C. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement for services, through participation in either the E-Verify Program or the Department Program.
 - D. The contractor is hereby prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public Agreement for services is being performed.
 - E. If the contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the contractor is required to:
 - (I) Notify the subcontractor and San Miguel County within three days that the contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and,
 - (II) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-paragraph (E.I.) above, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 - F. The contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
 - G. If contractor violates a provision of the public contract for services required pursuant to §8-17.5-102(2), C.R.S., San Miguel County may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the contractor shall be liable for actual and consequential damages to San Miguel County.
 - H. If contractor is a natural person over eighteen years of age, a condition precedent to the County's execution of this Agreement is that the County has verified that contractor is lawfully present in the United States in accordance with H.B. 06 -1023, C.R.S., Title 24, Article 76.5, Restrictions on Public Benefits and that the contractor has executed the statutorily required affidavit pertaining to their lawful presence in the United States. This Agreement shall not become legally effective until and unless the County has verified that the contractor is legally present in the United States of America in accordance with applicable statutory requirements.
11. **MISCELLANEOUS.** Contractor shall not assign its rights, or delegate its obligations, under this Agreement without the County's prior written consent. Should a court of competent jurisdiction determine that any provision or term of this Agreement be legally void, or otherwise legally unenforceable, such provision or term shall be deemed severable from the remainder of this Agreement, which shall remain in full force and effect. This Agreement, together with any attached exhibits, represents the complete, integrated, and merged understanding of the parties with regard to the subject matter of this Agreement, and any prior or contemporaneous provision, term, condition, promise, representation, or understanding, shall be of no legal force or effect unless embodied herein in writing, or in a written amendment to this Agreement mutually agreed to and executed by the parties. A party's waiver of a specific right set forth herein shall not be deemed to be a waiver by that party of any other of its rights contained in this Agreement.

Reviewed by:
County Attorney's Office

_____ Date _____

San Miguel County, Colorado

Date signed _____

By _____

Title _____

Employer ID #: 84-6000806

Contractor:
Evergreen Solutions, LLC

Address: 2878 Remington Green Circle
Tallahassee, Florida 32308

Phone Number: (850) 383-0111

Date signed 3/10/15


Signature _____

Additional forms required: W-9 and Certificate of Insurance

Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)
Evergreen Solutions, LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **P**
 Other (see instructions) ▶

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
2878 Remington Green Circle
City, state, and ZIP code
Tallahassee, Florida 32308

Requester's name and address (optional)

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.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

Employer identification number

2	0	-	1	8	3	3	4	3	8
---	---	---	---	---	---	---	---	---	---

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

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), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person *Linda A. Bocio* **Date ▶** **3/10/2015**

General Instructions

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

Future developments. The IRS has created a page on www.irs.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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.

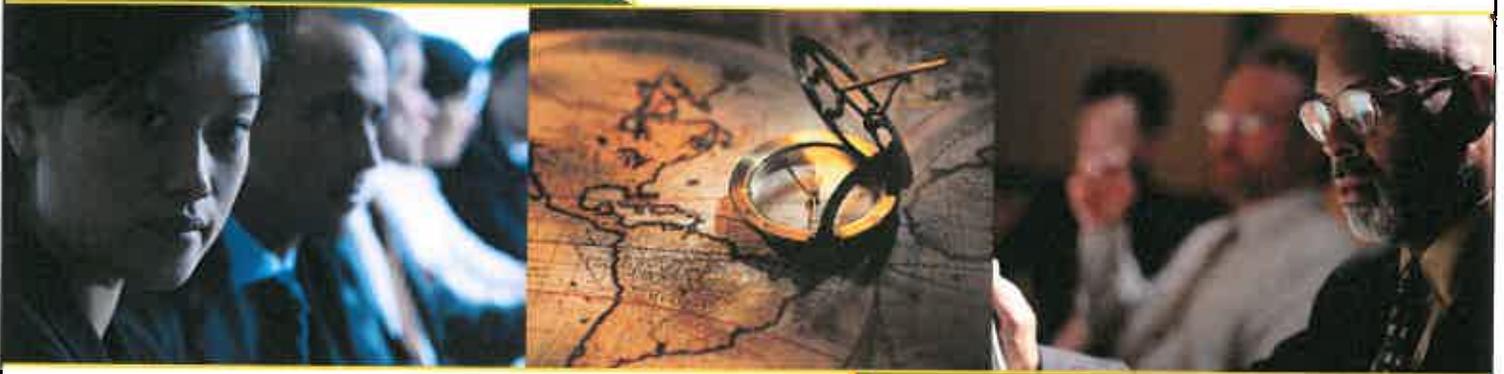
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

A Proposal to Conduct a Classification and Compensation Study for San Miguel County, CO

ORIGINAL



Evergreen Solutions, LLC

January 12, 2015

A Proposal to Conduct a Classification and Compensation Study for San Miguel County, CO

Submitted to:

San Miguel County Human Resources
Attn: Laura Kyriakakis
333 West Colorado Avenue
Telluride, Colorado 81435

Submitted by:



Evergreen Solutions, LLC
2878 Remington Green Circle
Tallahassee, Florida 32308
(850) 383-0111 (phone)/ (850) 383-1511

January 12, 2015



Evergreen Solutions, LLC

2878 Remington Green Circle - Tallahassee, Florida 32308
850.383.0111 - fax 850.383.1511

January 8, 2015

San Miguel County Human Resources
Attn: Laura Kyriakakis
333 West Colorado Avenue
Telluride, Colorado 81435

Dear Ms. Kyriakakis:

Evergreen Solutions, LLC is pleased to submit this proposal to conduct a Classification and Compensation Study for San Miguel County. Our response is based on our review of the Request for Proposals, our experience working with hundreds of local governments and other public sector organizations, and our knowledge of best practices in human resources management.

Evergreen Solutions was formed to provide an alternative to traditional consulting firms. We provide an innovative and effective option by focusing on clients needing partners and not simply another service provider. Evergreen Solutions is a female-owned business, certified as a W/MBE in many states and municipalities across the country.

As a national firm, Evergreen Solutions continues to grow and our territory now includes clients in 42 states. In the State of Colorado, Evergreen was hired by the City of Fountain to conduct a Phase I and Phase II Management Review. Phase I involved a preliminary diagnostic assessment of the City's operations in order to identify a detailed set of protocols for conducting a more in-depth Phase II review of the City. In conducting Phase I, Evergreen's consultants conducted extensive interviews and focus groups of City leaders, staff, and community members, facilitated an anonymous survey, and evaluated the major issues facing the City. Phase II included an in-depth review of the following City Departments - City Manager's Office, Finance, Human Resources, Public Works, Public Safety, and Utilities. Evergreen was last hired by the City of Fountain to develop a five-year strategic plan for the City.

The following is list of some of the local government clients our consultant team has worked with, or is currently on contract to work with, that involved services similar in scope to those being requested: Sedgwick County, KA; Ellis County, KS; Jefferson County, MO; City of Lee's Summit, MO; City of Branson, MO; City of Columbia, MO; City of Evanston, IL; City of Pittsburgh, PA; City of Kalamazoo, MI; Denton County, TX; Travis County, TX; Williamson County, TX; City of Austin, TX; City of Mont Belvieu, TX; City of Rowlett, TX; City of Pearland, TX; City of Southlake, TX; City of Seguin, TX; City of Pflugerville, TX; City of Sunset Valley, TX; Town of Little Elm, TX; City of Santa Fe, NM; City of Carlsbad, NM; Kent County Levy Court, DE; Allegany County, MD; Tri-County Council for Southern Maryland; City of Gaithersburg, MD; City of Hyattsville, MD; City of Salisbury, MD; County of Culpeper, VA; Gloucester County, VA; Essex County, VA; Isle of Wight County, VA; Louis County, VA; City of Suffolk, VA; City of Newport News, VA; Town of Blacksburg, VA; New Hanover County, NC; Guilford County, NC; Brunswick County, NC; Duplin County, NC; Charleston County, SC; Town of Mount Pleasant, SC; Town of Hilton Head Island, SC; City of Lancaster, SC; City of Chester, SC; City of Greer, SC; City of Columbia, SC; City of Mauldin, SC; City of Fairhope, AL; Forsyth County, GA; City of Douglasville, GA; City of Garden City, GA; City of Columbia, GA; City of Alpharetta, GA; City of Kingsland, GA; Manatee County, FL; Seminole County, FL; Charlotte County, FL; Miami-Dade County, FL; Osceola County, FL; Citrus County, FL; Monroe County, FL; Highlands County, FL; Bay County, FL; City of Hollywood, FL; City of Dania Beach, FL; City of Panama City, FL; City of Fort Walton Beach, FL; City of Sebring, FL; City of Winter Park, FL; City of Palm Beach Gardens, FL; City of Delray Beach, FL; City of Ocala, FL; and many others. Information regarding the services provided to some of these clients can be found in **Chapter 1**.

The Evergreen Team has considerable expertise in conducting comprehensive compensation and benefits studies and similar human resources work for local governments and other public sector organizations throughout the country. Specific information about the qualifications of our proposed project team can be found in **Chapter 1** of our proposal. Detailed resumes are attached in the **Appendix**.

Evergreen has focused on the following human resource services: market compensation studies; classification and compensation studies; benefits surveys; performance appraisal system design; recruitment, hiring, and retention studies; strategic and workforce planning; staffing and efficiency studies; and labor pool availability.

Through our experiences in conducting this wide range of projects, we have gained the knowledge of every aspect of the management and operations involved in local government human resources. As a result, our team knows how critical an effective classification and compensation system is in the overall operation of a proficient and progressive County. We have developed helpful methods and tools that assist our clients in implementing and maintaining our study recommendations and results.

Evergreen's approach to conducting a market compensation study draws not only from extensive human resources work with local government clients, but also from direct feedback of our past clients. In essence, we offer you tools that are innovative as well as those that have been proven to work in real places with real people.

Some of the key facets of Evergreen's approach include:

- We emphasize communication as the key to successful study completion as well as implementation. Our team understands that compensation by its very nature creates anxiety in staff and managers alike. In order to ensure a successful study process and "buy-in" at implementation, County officials, department heads, and employees need to be involved in each step of the process. This is a critical component of our communication plan.
- Our methodology utilizes the latest in technology. In order to reduce the cost to our client partners and enhance wider participation, we offer all of our tools in an electronic format. In essence, every step of the process can be done on the Web. Further, our web-based *JobForce* tool allows our client partners to facilitate implementation and eases the ongoing maintenance of the compensation system.
- We understand that one size does not fit all. Some consultants provide the same overall solution to every client; however, we provide a variety of alternatives that allow our client partners to select the solution that best meets their business and human capital needs.

As Executive Vice-President of Evergreen Solutions, LLC, I am authorized to commit our firm contractually to this assignment. We have reviewed the RFP, and we acknowledge that we would be able to work within the requirements.

We appreciate this opportunity and commit to you our best effort. If you have any questions, please feel free to contact me at (850) 383-0111 or via email at jeff@consultevergreen.com.

Sincerely,

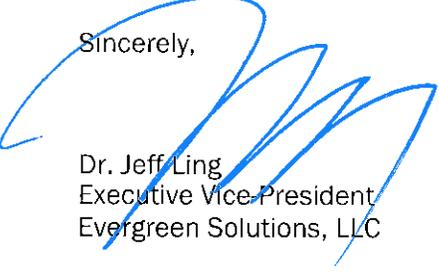

Dr. Jeff Ling
Executive Vice-President
Evergreen Solutions, LLC



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APPENDIX: DETAILED RESUMES

SAMPLE FINAL REPORT AND REFERENCES (INCLUDED IN A SEPARATE SEALED ENVELOPE)



Section 1
General Information



1.0 General Information

Evergreen Solutions, LLC, is well qualified to conduct a Classification and Compensation Study for San Miguel County, Ouray County, and the Regional Housing Authority due to our experience in providing this service to local governments and other public sector organizations throughout the country. In this section we provide you with a general description of our firm, Evergreen's qualifications, a list of projects we have conducted that are similar in scope to the services being requested, and the qualifications of our proposed project team.

1.1 Description of Firm

Evergreen Solutions, LLC is a national, multidisciplinary, public sector management consulting firm, which specializes in working with local governments and other public sector organizations across the nation. We provide a unique approach, rather than the "consulting as usual" approach, by partnering with our clients to find innovative, real world solutions to public management.

Evergreen Solutions was formed in 2004 to provide a modern, practical alternative to the typical consulting options. Evergreen is certified as a W/MBE in many states and municipalities throughout the country. Evergreen is located at 2878 Remington Green Circle, Tallahassee, Florida 32308.

The firm is made up of management and information technology professionals as well as strategic partners who came together to form an innovative alternative that places clients and their needs before any individual, model, or corporate goal. The firm's organizational chart is identified in **Exhibit 1-1**.

Evergreen's principals consist of the following:

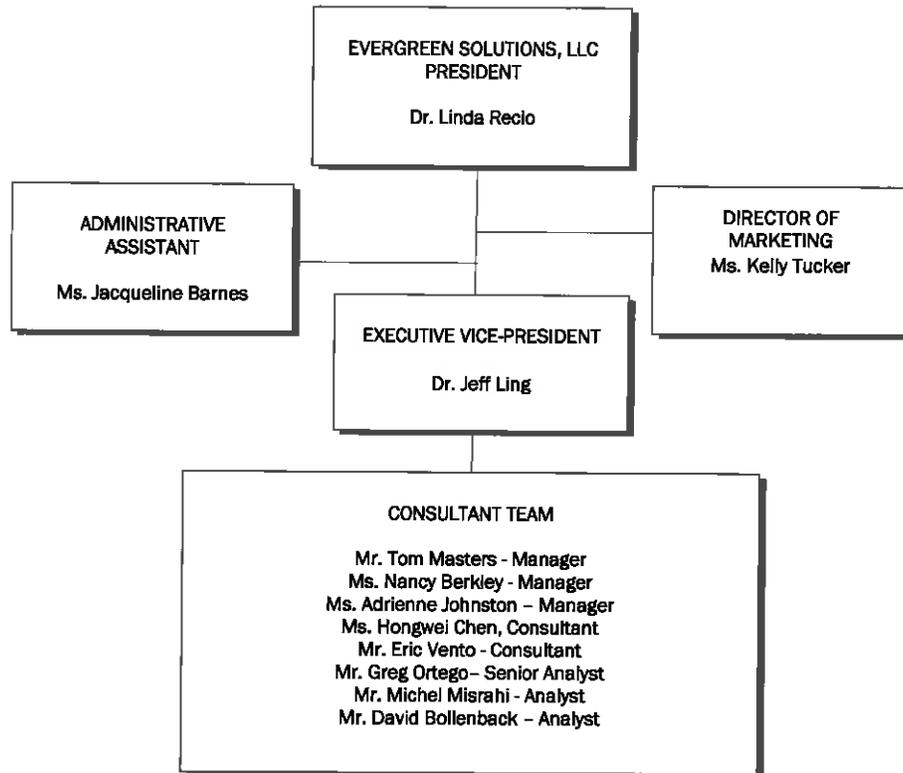
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We invite you to browse our Web site at www.ConsultEvergreen.com or visit us on Facebook at www.facebook.com or LinkedIn at www.linkedin.com for more information about our services, staff, and past experience.



**Exhibit 1-1
Organizational Chart**



1.2 Evergreen's Qualifications

Evergreen's main focus is on people, management, and technology. This focus allows our team to provide a broad variety of services, including, but not limited to: classification and compensation studies; benefit surveys; performance evaluation studies; staffing studies; disparity studies; training assessments; and strategic planning.

Evergreen Solutions assists public sector professionals in exercising control over the inter-related elements that determine success or failure. We do that by applying a situation-responsive discipline that emphasizes:

- full visibility into the entire organization through research and discovery;
- a spirit of partnership with local government staff and leadership;
- sound recommendations based on best practices and proven methods; and
- a practical go-forward plan that leads to quantifiable results.



Collectively, the members of the Evergreen Solutions Team have:

- extensive experience in conducting classification and compensation studies for local governments and other public sector organizations throughout the country;
- comprehensive experience in all components vital to the successful completion of this engagement;
- knowledge of relevant statutes and regulations as well as federal regulations;
- objectivity and flexibility due to the fact that we have no vested interests; and
- specialized analytical tools that we bring to the project.



Clients nationwide have been successfully implementing recommendations from our team of professional consultants for decades. Evergreen Solutions has contracted with local governments, public sector, quasi-governmental, and not-for-profit organizations in 42 states throughout the country.

Exhibit 1-2 includes a list of some of our local government clients that our consultant team has worked with that involved work similar in scope to the services being requested.



**Exhibit 1-2
Select Local Government Clients**

City of Evanston, IL	Travis County, TX	City of North Miami Beach, FL
Jefferson County, MO	Denton County, TX	City of Sarasota, FL
City of Branson, MO	City of Seguin, TX	City of Lake City, FL
City of Lee's Summit, MO	City of Mont Belvieu, TX	City of Cape Coral, FL
Sedgwick County, KS	City of Sunset Valley, TX	City of Largo, FL
Ellis County, KS	City of Southlake, TX	City of Hollywood, FL
City of Pittsburgh, PA	City of Austin, TX	City of Maitland, FL
City of Kalamazoo, MI	City of Rowlett, TX	City of Winter Park, FL
Brunswick County, NC	City of Santa Fe, NM	City of Sunny Isles Beach, FL
Guilford County, NC	City of Carlsbad, NM	City of Punta Gorda, FL
Durham County, NC	City of Tucson/Pima County, AZ	City of Deltona, FL
New Hanover County, NC	Pinal County, AZ	City of Kissimmee, FL
Alleghany County, MD	Town of Gilbert, AZ	City of St. Cloud, FL
City of Salisbury, MD	Town of Sahuarita, AZ	City of Bartow, FL
City of Gaithersburg, MD	City of Riverdale, GA	City of Cocoa, FL
City of Hyattsville, MD	City of Kingsland, GA	Highlands County, FL
City of Rockville, MD	City of Alpharetta, GA	Bay County, FL
Montgomery County, VA	City of Douglasville, GA	Manatee County, FL
Gloucester County, VA	Forsyth County, GA	Miami-Dade County, FL
County of Culpeper, VA	City of Fairhope, AL	Sumter County, FL
City of Suffolk, VA	City of Panama City, FL	Seminole County, FL
Town of Blacksburg, VA	City of Panama City Beach, FL	Gadsden County, FL
Louisa County, VA	City of Fort Walton Beach, FL	Monroe County, FL
City of Lancaster, SC	City of Delray Beach, FL	Charlotte County, FL
City of Chester, SC	City of Winter Park, FL	Osceola County, FL
City of Mauldin, SC	City of Palm Beach Gardens, FL	Hernando County, FL
City of Columbia, SC	City of Bushnell, FL	Sarasota County, FL
City of Greer, SC	City of Dania Beach, FL	Village of Pinecrest, FL
Charleston County, SC	City of Doral, FL	Village of North Palm Beach, FL
Town of Mount Pleasant, SC	City of Ocala, FL	Town of Ponce Inlet, FL
Town of Hilton Head Island, SC	City of Venice, FL	Town of Juno Beach, FL
Town of Colchester, VT	City of Tamarac, FL	Town of Palm Beach, FL
City of Fountain, CO	City of Fairhope, AL	Town of Cutler Bay, FL
Town of Little Elm, TX	City of Key West, FL	Town of Jupiter, FL

As a result of our experience in professional roles, as well as work on past projects, the Evergreen Team has considerable experience in conducting classification and compensation studies and related consulting work for local governments and other public sector organizations. Full case studies or reports from any of our studies are available upon request.



1.3 Select Relevant Experience

Because Evergreen has conducted hundreds of classification and compensation studies, we include in this section only some of our more recent local government projects that are similar in scope to the services being requested.



**Management Study
City of Fountain, Colorado**

Evergreen Solutions was hired by the City of Fountain to conduct a Phase I Management Study for the City. The Phase I approach involved a preliminary diagnostic assessment of the City's operations in order to identify a detailed set of protocols for conducting an in-depth management review of the City. In conducting the project, Evergreen's consultants conducted extensive interviews and focus groups of City leaders, staff, and community members, facilitated an anonymous survey, and evaluated the major issues facing the City.

Evergreen Solutions was again hired by the City of Fountain to conduct a Phase II Management Study for the City. The Phase II approach involved conducting a comprehensive management review of the following City Departments - City Manager's Office, Finance, **Human Resources**, Public Works, Public Safety, and Utilities.



**Classification and Compensation Study
Sedgwick County, Kansas**

Evergreen Solutions was retained by Sedgwick County to conduct classification and compensation study for approximately 2,766 employees. Employees participated in focus groups, interviews, and job analysis to determine the best classifications for the work performed. Classifications were reviewed, as needed, and FLSA determinations were made. Evergreen consultants reviewed pay policies and practices and pay ranges in the public and private sector were analyzed to determine the appropriate pay levels for all included jobs.

Recommendations were provided to improve the fairness and equity within the County and a plan was provided to address maintenance of implemented changes to the County's classification and compensation system. In addition, Evergreen provided County staff with the necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended total classification and compensation system would be accomplished.



Wage and Benefits Study Ellis County, Kansas

Evergreen Solutions was engaged with Ellis County to market study of wages and benefits of Ellis County employees compared to similar counties in Kansas and comparable organizations in the market area to determine how Ellis County's wages and benefits compared to the market. Evergreen's consultants updated and rewrote the County's position descriptions, developed and designed a survey questionnaire, distributed survey questionnaire to relevant entities with similar positions in the public and private sectors, collected survey responses, and compiled results into a comprehensive report of findings and recommendations.



Compensation Analysis Pinal County, Arizona

Evergreen Solutions is engaged with Pinal County to conduct a Compensation Analysis (including benefits) for purposes of developing an externally competitive and internally equitable pay and benefits system that will be organizationally affordable and will enable the County to attract and retain highly qualified individuals and rewards employee performance. The goals of this project are to:

- update the current classification and compensation plan to reflect competitive and equitable compensation for each position based on a market analysis of pay for similar positions in at least 20 comparable jurisdictions and private sector organizations locally, statewide, regionally, and/or nationally depending on the recruitment market for the various positions; and a market analysis of benefits in comparable jurisdictions and private sector organizations;
- develop/revise compensation policies and philosophies and recommend a pay structure that attracts, retains and rewards employee performance; and
- recommend a methodology for implementation and a system for plan maintenance.

Evergreen's consultants will also provide on-site training to Human Resources staff for implementation and maintenance of the project components. **Note:** This project is in the final stages of completion.



**Compensation Study
Town of Sahuarita, Arizona**

Evergreen Solutions was hired by the Town of Sahuarita to conduct a Compensation Study that is in alignment with the Town's Strategic Management Plan. Evergreen will assist the Town in developing a highly competitive pay philosophy to recruit and retain quality professional staff and will survey the market to identify proper pay ranges in the public and private sector for similar classifications.

Note: This project is in the final stages of completion.



**Classification and Compensation Study
City of Santa Fe, New Mexico**

Evergreen Solutions was hired by the City of Santa Fe to conduct a Comprehensive Compensation and Classification Study for all City employees, including non-bargaining employees and those covered by collective bargaining agreements. The Evergreen Team conducted orientations and focus groups with general employees, and interviews with department directors and other executive managers. Employees completed Job Assessment Tools, and supervisors are completed Management Issues Tools, as needed. The data gathered through this process resulted in JAT scores for each job title, placement of each job into an internal hierarchy, and recommendations for revision to the current classification structure. Evergreen consultants also worked with City Human Resources staff to conduct a comprehensive salary survey. The results were combined with the internal hierarchy to help generate recommendations for a comprehensive compensation and classification structure. The Evergreen Team provided detailed recommendations for implementation of the new structure and related employee salary adjustments.



**Compensation Study
City of Carlsbad, New Mexico**

Evergreen Solutions was retained by the City of Carlsbad to conduct a Compensation Study. The study included evaluating 50 administrative positions and three elected official positions as benchmarks against the private and public labor market in the State of New Mexico, and making recommendations to improve competitiveness in alignment with the City's strategic goals. Evergreen's recommendations improved the competitiveness of the City and helped prepare the City for future recruitment challenges.



**Classification and Compensation Study
Town of Little Elm, Texas**

Evergreen Solutions was recently retained by the Town of Little Elm to conduct compensation and classification study of its employees. Employees participated in focus groups, interviews, and job analysis to determine the best classifications for the work performed. Classifications were also reviewed, as needed, and FLSA determinations will be made. The rank structure for police and fire department employees were reviewed against peer organizations to determine whether the current structure for each department is effective for its size. Evergreen consultants reviewed pay policies and practices and pay ranges in the public and private sector were analyzed to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity within the Town. Evergreen provided Town staff with the necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended total compensation system would be accomplished.



**Classification and Compensation Study
City of Southlake, Texas**

Evergreen Solutions was retained by the City of Southlake to conduct compensation and classification study of its employees. Employees will participate in focus groups, interviews, and job analysis to determine the best classifications for the work performed. Classifications were reviewed, as needed, and FLSA determinations were made. Evergreen consultants analyzed pay ranges in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity for jobs within the City.

Evergreen assessed the City's organizational needs, direction and capabilities as they pertained to pay for performance management. Interviews were conducted with department heads and/or senior management to gain insight on the desired system's characteristics and the work performed. Various options were reviewed to connect performance pay with other pay increase mechanisms in the budget process. In the end, Evergreen made recommendations to the City for a new pay for performance system and provided the City with a new vision for what performance management should be at the City. In addition, Evergreen provided City staff with the necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended total compensation and performance management system would be accomplished.



Classification and Compensation Study City of Seguin, Texas

Evergreen Solutions was hired to assist the City of Seguin in designing and implementing a comprehensive classification and compensation plan for its workforce of 330 full-time employees. The scope of the project included two major components: (1) Working with a City management team to revise the existing pay plan and structures; and (2) Evaluating current salary structure and compensation levels for all regular, classified positions and recommending appropriate adjustments.

Specifically, Evergreen's consultants reviewed the City's current classification/compensation plan; surveyed management and identify problem areas regarding the classification and compensation system; conducted a salary survey to ensure external equity; reviewed current policies and procedures; reviewed salary structure to determine appropriateness; and provided technical assistance and training to City staff to facilitate the implementation and the maintenance of the recommended system and procedures.



Comprehensive Compensation and Benefits Study City of Rowlett, Texas

Evergreen Solutions was engaged with the City of Rowlett to conduct a comprehensive compensation and benefits study. The primary goal of the study was to ensure that the City was recognized as an employer of choice that provides a viable, cost effective and competitive pay structure. The study measured and provided a compensation analysis on (a) base salary, (b) pay/step plans, (c) employer-provided medical benefits packages and (d) any other incentive-based compensation options, to include "on call" pay. Evergreen's consultants identified any weaknesses within the components of the City's existing compensation package that would negatively impact the organization's ability to attract and retain talented employees.



Compensation, Classification, and Benefits Study Denton County, Texas

Evergreen Solutions conducted a Comprehensive Compensation, Classification and Benefits Study for the more than 1,550 employees of Denton County. The County had not performed a comprehensive classification and compensation study in 15 years. Evergreen consultants conducted employee orientations, focus groups and interviews, and conducted job analysis of all included positions. This information was used to create an internal equity alignment that is consistent with current job duties and responsibilities. As part of the project, Evergreen conducted a comprehensive salary and benefits



survey of local and regional labor market peers to properly assess the County's competitive position for wages and benefits. Evergreen provided customized and detailed recommendations for adjusting the County's compensation and classification structures based on internal and external equity. Implementation options that were equitable and cost efficient were developed and additional recommendations for maintaining the system over time were also provided. Additionally, revised classification descriptions with FLSA determinations were provided.



**Pay and Classification Study
City of Salisbury, Maryland**

Evergreen was hired by the City of Salisbury to conduct a Pay and Classification Study for all its employees in nine (9) departments. Employees participated in focus groups, interviews, and a job analysis to determine the best classifications for the work performed. Fifty desk audits were also performed as part of the study. In addition, pay ranges and benefit plans were analyzed in the public and private sector to determine the appropriate pay levels and benefits for all included benchmarked position. Recommendations were provided to improve the fairness and equity. Select City staff (i.e., (department heads and supervisors) with provided the necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended total compensation and evaluation system was accomplished.



**Salary and Benefits Review and Analysis
City of Hyattsville, Maryland**

Evergreen Solutions was hired by the City of Hyattsville to conduct a Salary and Benefits Review and Analysis of all classifications. The process will include a comprehensive review of market compensation averages using a detailed duties-based salary survey approach as well as a comprehensive benefits survey. Market position has been determined, a compensation philosophy was developed and strategic positioning recommendations were made with the goal of providing the City a more equitable compensation model.



**Classification and Compensation Study
City of Gaithersburg, Maryland**

Evergreen Solutions was retained by the City of Gaithersburg to conduct a Compensation and Classification Study. The study will include evaluating jobs, updating classifications, assessing the labor market, and making recommendations. Evergreen provided recommendations to improve the competitiveness of the City and to help the City prepare for attracting and retaining the best and brightest.



**Classification and Compensation Study
County of Culpeper, Virginia**

Culpeper County retained Evergreen Solutions to assist with a comprehensive classification and compensation study of all its employees. The study involved conducting a job analysis through desk audits, interviews, and focus groups. A more detailed analysis was performed on clerical and law enforcement staff. A salary and benefits survey was also issued to peers to assess the County's current market position. Recommendations were made for all employees to address job and compensation changes.



**Classification and Compensation Study
Gloucester County, Virginia**

Evergreen Solutions was retained by Gloucester County to conduct a detailed compensation and classification analysis of its non-faculty employees. Employees participated in focus groups, interviews, and job analysis to determine the best classifications for the work performed. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity.



**Compensation Study (Salary and Benefits)
Louisa County, Virginia**

Evergreen Solutions was retained by the Louisa County to conduct a Compensation Study. Evergreen's consultants reviewed the effectiveness of the County's current pay plan as it related to the market competitiveness for attracting and retaining quality employees. Pay ranges as well as benefits were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity in the current compensation system.



Classification, Compensation, and Benefits Study Brunswick County, North Carolina

Evergreen Solutions was hired by the Brunswick County to facilitate the county-wide review of classification, compensation and performance management practices and make recommendations for implementation of a revised pay plan that took into account both internal and external equity. The study included all employees (close to 1,000) and classifications in the County. As part of the study, the Evergreen Team conducted focus groups and interviews with employees and managers, and they completed Evergreen Solutions' Job Assessment Tool (JAT). Job descriptions were reviewed and updated, including FLSA compliance determinations. Evergreen consultants conducted a comprehensive salary survey of local and regional employers to assess the market competitiveness of the County. A detailed plan was developed that provided the County with specific steps to implement an equitable and competitive compensation plan.

Note: Evergreen also reviewed and analyzed performance management tools and practices and recommended improvements as needed. Finally, maintenance training and documentation was provided to County staff to assist with upkeep of the newly established system.



Salary Equity Study Guilford County, North Carolina

Evergreen Solutions was retained by Guilford County to assess pay equity based on race and gender for all 2,000 County employees. Evergreen's consultants performed an internal salary equity by reviewing the incumbent's related education and experience prior to County employment and related experience gained with the County. Evergreen's consultants also reviewed job descriptions, in conjunction with County Staff, to ensure that content and titles were current, accurate and were consistent with FLSA, EEO and ADA considerations. At the conclusion of the study, Evergreen made recommendations by individual position/employee for internal salary equity pay adjustments and provided an analysis that included a statistical treatment of pay placement and progression.



**Classification and Compensation Study
New Hanover County, North Carolina**

Evergreen was retained by New Hanover County and the New Hanover Alcohol Beverage Control Board to conduct a Classification and Compensation Study for its employees. Evergreen's consultants conducted an employee classification and compensation study of public and private employers who were providing equitable services and, based on that study, determined whether individualized position/job descriptions were needed, and if so, assisted in the development of those descriptions. Evergreen prepared a comprehensive analysis that identified New Hanover County's competitive position in the labor market and provided a recommendation for total salaries and benefits, including the total compensation package of insurance and other benefits (including paid leave) and, prepared recommendations for compensation policies, including variable incentive pay options, to maintain competitiveness, reward employees, and ensure equity. Select County and ABC Board were provided the necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended total classification and compensation system could be accomplished.



**Classification and Compensation Study
City of Lancaster, South Carolina**

Evergreen Solutions was retained by City of Lancaster to conduct a detailed compensation and classification analysis of its employees. Employees participated in focus groups, interviews, and job analysis to determine the best classifications for the work performed. In addition, pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity.



**Compensation and Classification Study
City of Chester, South Carolina**

Evergreen Solutions was hired by the City of Chester to conduct a comprehensive compensation and classification study for all City employees. The Evergreen Team conducted orientations and focus groups with general employees. Employees completed Job Assessment Tools, and supervisors completed Management Issues Tools, as needed. The data gathered through this process resulted in JAT scores for each job title, placement of each job into an internal hierarchy, and recommendations for revision to the current classification structure.

Evergreen worked with City Human Resources staff to conduct a comprehensive salary survey. The results were combined with the internal hierarchy to help generate recommendations for a



comprehensive compensation and classification structure. The Evergreen Team provided detailed recommendations for implementation of the new structure and related employee salary adjustments.



Salary Parity Study / Structural and Compensation Systems Study Charleston County, South Carolina

In 2005-06, Charleston County conducted a Classification and Compensation Review using another consulting firm. Then in 2007, Evergreen Solutions was hired by the County to review the results and verify the recommendations that accompanied the study. The primary issue examined by Evergreen was the internal equity relationships present within the County's pay plan. The Evergreen Team administered a job analysis tool to County employees that helped determine job worth and verify internal equity relationships as they relate to compensation. Although the study's primary emphasis was ensuring that internal equity relationships were proper, the study also ensured that employees were paid consistently with the market. Evergreen provided detailed recommendations for adjusting the County's pay and classification structure and developed an implementation plan complete with costing information.

Note: Evergreen was again hired in the latter part of 2012 to conduct a Structural and Compensation Systems Study. The Evergreen Team worked with elected official and employee committee throughout the process. Our phases included employee outreach, best practice research, and consensus building to recommend a 21st century approach to compensation and classification management.



Classification and Compensation Study Town of Hilton Head Island, South Carolina

Evergreen Solutions was engaged with the Town of Hilton Head Island to conduct a Classification and Compensation Study for all its employees. The study included the following primary objectives: to conduct a thorough, complete and accurate class specifications/job descriptions for all positions; appropriate valuation of each position relative to other Town positions; and to develop a competitive total rewards package (salary and benefits) relative to similar positions in the market.

Evergreen provided written guidelines for maintaining class specifications/job descriptions, for evaluating/re-evaluating job class specifications/job descriptions and for maintaining model compensation structure (s). Evergreen further recommended pay



administration policies to include, but not be limited to, policies regarding movement through ranges, adjustments within pay grades, adjustments for assumption of additional duties (temporary or permanent), reclassifications, promotions, transfers, demotions, career ladders, etc. and recommended reliable external market data sources for salary structure adjustments and determination of merit budget

Upon recommendation to the Town for the implementation of a new classification and compensation program, Evergreen's consultants reviewed current performance management system documentation and provided recommendations to strengthen link between pay and performance as appropriate. In addition, Evergreen recommended future merit allocation approaches, considering changes to classification and compensation program and limited budgets.



**Compensation and Classification Study
City of Kingsland, Georgia**

Evergreen Solutions was hired by the City of Kingsland to assist with a City-wide Compensation and Classification Study and provide recommendations for the implementation of a revised pay plan. The study included all employees and classifications in the City. As part of the study, the Evergreen Team conducted focus groups and interviews with employees, and employees completed Job Assessment Tools (JATs). Evergreen consultants conducted a comprehensive salary survey of local and regional employers to assess the market competitiveness of the City. Finally, a detailed plan was developed to provide the City with specific steps to implement an equitable and competitive compensation plan.



**Compensation Analysis
City of Alpharetta, Georgia**

Evergreen Solutions was engaged with the City of Alpharetta to conduct a competitive compensation analysis. The purpose and intent of the study was to compare and contrast the City's current wage and benefit structure and levels with those of key competing employers— both public and private. The analysis was based upon job descriptions and/or duties performed rather than upon job titles in order to ensure accurate comparisons and to consider all aspects of the City's compensation package. At the time of this study, the City of Alpharetta employed 414 full-time and five part-time positions, excluding senior management and elected officials, defined across 132 position descriptions. The base salary ranges for these positions were divided among eight pay grades.



The primary goals of this project were to: determine the City's competitive position within the marketplace in terms of its overall compensation package; determine the relative value and competitive positioning of each compensation/benefit area; and identify any weaknesses within the components of the City's existing compensation package that may negatively impact the organization's ability to attract and retain talented employees.



Classification and Compensation Study and Analysis City of Douglasville, Georgia

Evergreen Solutions was retained by the City of Douglasville to conduct a Classification and Compensation Study and Analysis of its workforce consisting of 225 full-time employees in approximately 96 job titles. Evergreen performed the following tasks:

- Evaluated the City's present salary structure as compared to the relevant job market for comparable positions in both the private and public sectors.
- Reviewed all current job descriptions and analyze same for knowledge, skills, abilities, education and experience relevance and internal consistency, job definitions and summaries, distinguishing characteristics, supervision received and exercised, conformity with the ADA relative to essential job functions (including physical demands); and special requirements including licensing and certifications.
- Reviewed the City's current Position Classification and Wage Administration Plans and provided recommendations for enhancement and specific guidelines for requests pertaining to the following: creating new positions, salary adjustments and reclassifications, retroactive pay, compensation for additional duties (temporary and permanent assignments) and internal equity adjustments.
- Analyzed all existing job family classifications, pay grades and salary ranges and recommend modifications as necessary.
- Analyzed all existing FLSA classifications and recommended modifications as necessary.
- Identified potential pay compression issues and provided alternative solutions.



**Comprehensive Classification and Compensation Study
City of Branson, Missouri**

The City of Branson hired Evergreen Solutions to conduct a Comprehensive Compensation and Classification Study to determine whether the City possessed a compensation and classification system that was both equitable as compared to the external competitive employment market as well as equitable internally. The study included a complete classification analysis using the Job Assessment Tool job valuation methodology as well as a statistical assessment of internal conditions and an assessment of external equity including a salary survey of competing organizations. The report culminated with a series of findings and recommendations that were designed to alleviate any strains on the system and, if necessary, redesign or augment the existing system in place at the City of Branson.



**Non-Union Pay and Classification Study
City of Evanston, Illinois**

Evergreen Solutions was hired by the City of Evanston to conduct a comprehensive compensation and classification study to determine whether the City possessed a compensation and classification system that was both equitable as compared to the external competitive employment market as well as equitable internally. This study and its proposed work plan applied only to those employees who were not members of collective bargaining units or labor unions. The study included a complete classification analysis using the Job Assessment Tool job valuation methodology as well as a statistical assessment of internal conditions and an assessment of external equity including a salary survey of competing organizations. The project and the final report culminated in a series of findings and recommendations that were designed to alleviate any strains on the system and, if necessary, redesign or augment the existing system in place at the City of Evanston.



**Classification and Compensation Study
City of Winter Park, Florida**

Evergreen Solutions assisted the City of Winter Park's Human Resources Department with conducting a comprehensive classification and compensation study for all full-time employees. The project centered on providing the City with a revised system that was characterized by internal and external equity. To ensure internal equity, Evergreen utilized its Job Assessment Tool (JAT) and Management Issues Tool (MIT) to properly classify work performed and highlight issues to be addressed by management. Employees at all levels were also provided a forum to voice concerns with the current system through focus groups. Evergreen also



selected benchmarks and peer organizations to survey for wages in comparison to the market. This information was combined with the job analysis to provide a comprehensive solution. The recommended solutions were costed out and presented to the City for review.



Compensation Study City of Hollywood, Florida

The City Hollywood retained Evergreen to conduct a compensation study of all non-represented and represented employees. A job-task analysis/job audit was conducted to determine whether classifications were correctly placed in the organizational hierarchy and whether individual job positions were classified correctly. Evergreen reviewed job descriptions using the Job Assessment Tool job valuation methodology and conducted a statistical assessment of current conditions to ensure compliance with federal and state laws including proper designation of classifications as "exempt" vs. "non-exempt". Evergreen conducted a comprehensive survey to ensure that the City of Hollywood's compensation plan was equitable and competitive in its total compensation package relative to internal factors and external markets (The City's goal was to be in the top 25% in salary). Evergreen's consultants reviewed existing salaries to determine proper placement within proposed classifications, and recommend appropriate "equity adjustments" as needed, based upon the results of the salary survey and the recommended pay plan.

Evergreen concluded the study with recommendations designed to alleviate any strains on the current compensation and classification system. Evergreen further recommended procedures, policies, and methods to maintain an on-going Classification & Compensations Plan that was performance based, fair and competitive. In addition, Evergreen's consultants developed policies and procedures for developing and maintaining a career track/progression/retention program and reviewed existing performance appraisal system in order to make recommendations to integrate the performance appraisal system with new Classification & Compensation Plan.



Compensation, Classification, and Performance Management Study Manatee County, Florida

Evergreen Solutions was hired by Manatee County to assist with a county-wide Compensation and Classification Study. At the time of the study, Manatee County was a growing county with a population of over 300,000 located on the southwestern coast of FL between Pinellas and Sarasota Counties. An appointed County Administrator oversaw 16 departments, with approximately 2,900 employees within approximately 600 classifications and 58 pay ranges/grades.



The study included all employees that serve in capacities for the Board of County Commissioners. As part of the review, orientation sessions, focus groups, and interviews were conducted in throughout the county. All employees were asked to complete the Job Assessment Tool (JAT) and job analysis was conducted with the results in order to create a classification plan. A salary survey was issued to local and regional employers to assess competitiveness. Based on the classification and compensation findings, a new pay plan as well as policies and procedures were recommended to the County. Evergreen Solutions helped the County attain their goal of maintaining a sound process providing a classification and pay structure that is fair, equitable, and systematic with a compensation plan comparable with other governmental jurisdictions and the private sector. In addition, Evergreen reviewed the performance management system in place within the County, and provided recommendations for improvement. **Note:** Evergreen completed a market survey and compensation analysis update in the latter part of 2012.

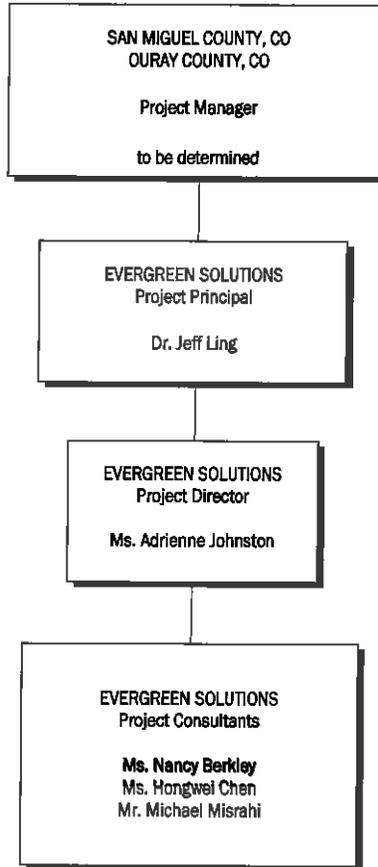


1.4 Proposed Project Team

Exhibit 1-3 shows our proposed project management organization and proposed personnel assignments. The structure has been designed to clearly define the roles and responsibilities of each part of the study so that there will be no confusion as to who is responsible for any aspect of the classification and compensation study for the San Miguel County, Ouray County, and the Regional Housing Authority.



**Exhibit 1-3
Proposed Project
Management
Organization and
Personnel
Assignments**



San Miguel County/Ouray County Project Manager. With each project engagement, we work with the client(s) to identify one specific point of contact to serve as a Project Manager. The County's Project Manager (CPM) will be our reference point throughout the engagement. We will take project direction, leadership, and guidance from the CPMs and all project deliverables will be filtered through the CPMs throughout the duration of the project.

Evergreen Solutions Project Principal. Our Project Principal will have ultimate accountability for the success of this project. Evergreen Solutions' Project Principal is always a senior leader in our firm, most often a Vice President or higher. The Project Principal will have contractual authority over the contract, and will be our top level of project responsibility.

Evergreen Project Director. Evergreen designates a Project Director for each HR consulting project. The Project Director will work with the Project Principal regarding the scheduling of the project with the CPMs. The Project Director will have the most frequent contact with San Miguel County, Ouray County, and the Regional Housing Authority and will assign project activities to the Project Consultant and will ensure that deliverables are met within specified timelines.



Evergreen Solutions Project Consultants. Our Project Consultants are a team of consultants who have worked together on numerous projects, and who will provide consulting and analytical work on all project activities. The Project Consultants will conduct focus groups, interviews, and orientation sessions, collect the data for the market salary survey, review and revise job descriptions, and develop draft materials for the Project Director to review and approve.

Consultant Team Members must be thoroughly knowledgeable in the portion of the project they are responsible for, as well as have expertise in the issues that are unique to each individual client. Evergreen Solutions always makes sure each project is sufficiently staffed to handle any additional tasks or unforeseen issues that may arise during the course of the engagement. The combination of our individual knowledge and skills form a superior team who will be able to competently perform the classification and compensation study for San Miguel County, Ouray County, and the Regional Housing Authority.

Key Personnel

The following paragraphs provide summaries of each team member's qualifications and experience related to his/her role in this engagement. Detailed resumes for each member of our project team is attached in the **Appendix**.

Project Principal Dr. Jeff Ling

Dr. Ling is the Executive Vice-President of Evergreen Solutions and has been with the firm since its inception in 2004. He has more than 20 years consulting experience in the following areas: human resources; performance improvement; process analysis; strategic planning; statistical analysis; research methodology; data management; surveys and polling; technology analysis; change management; and risk analysis.

Dr. Ling has planned, organized, and managed studies on human resources assessment, survey analysis, government efficiency, technology planning, information utilization, public opinion, market expansion, and privatization. Each of these studies dealt with summarizing major alternatives for decision makers and providing viable recommendations. He has consulting experience in public sector evaluation, research management, efficiency analysis, survey analysis, statistical modeling, and technology planning.

Dr. Ling has worked with a multitude of clients in the capacity of Project Principal. He has worked on hundreds of engagements across the nation and includes work in state and local governments, school districts, institutions of higher education, quasi-governmental agencies, and private industry.

Dr. Ling has been instrumental in creating, reviewing, and evaluating the methodology employed by Evergreen Solutions on all human resource engagements. His background and skill set make him uniquely qualified for assessing organizational critical needs and strategy. He is also an expert in policy development and long-term planning.



A sample of the types of studies Dr. Ling has been involved with include:

- **Classification/Compensation** – He developed the methodology and techniques for organizations to employ for successful data collection and implementation based on internal and external equity needs. He has been the Project Principal for numerous projects related to classification and/or compensation. Some of the local government clients that he has worked with, or is currently on contract to work with, include: City of Austin, TX; City of Mont Belvieu, TX; City of Southlake, TX; City of Seguin, TX; City of Rowlett, TX; City of Pflugerville, TX; City of Pearland, TX; City of Pflugerville, TX; City of Sunset Valley, TX; Denton County, TX; Travis County, TX; Town of Little Elm, TX; City of Santa Fe, NM; City of Carlsbad, NM; Sedgwick County, KS; Ellis County, KS; City of Kalamazoo, MI; Jefferson County, MO; City of Branson, MO; City of Lee's Summit, MO; City of Pittsburg, PA; Blount County, TN; City of Evanston, IL; Gloucester County, VA; Essex County, VA; County of Culpeper, VA; Isle of Wight County, VA; Montgomery County, VA; City of Newport News and Newport Sheriff's Office, VA; City of Suffolk, VA; Town of Blacksburg, VA; Brunswick County NC; New Hanover County, NC; Guilford County, NC; Charleston County, SC; City of Chester, SC; City of Columbia, SC; City of Greer, SC; City of Lancaster, SC; City of Mauldin, SC; Town of Mount Pleasant, SC; Town of Hilton Head Island, SC; Kent County Levy Court, DE; Tri-County Council for Southern Maryland; Allegany County, MD; City of Gaithersburg, MD; City of Salisbury, MD; City of Hyattsville, MD; City of Rockville, MD; City of Kingsland, GA; City of Alpharetta, GA; City of Douglasville, GA; Forsyth County, GA; City of Fairhope, AL; Charlotte County, FL; Osceola County, FL; Manatee County, FL; Seminole County, FL; Monroe County, FL; City of Delray, FL; City of Ocala, FL; City of Kissimmee, FL; City of Bartow, FL; City of Palm Beach Gardens, FL; City of Winter Park, FL; City of Lake City, FL; City of Panama City, FL; City of St. Cloud, FL; City of Hollywood, FL; City of Bushnell, FL; and many others.
- **Performance Evaluation** – He has provided the framework for many organizations transitioning into goal based performance evaluation systems or fully functional merit-based pay structures. He understands the importance of a well stratified, objective based review process and has been instrumental in assisting a number of large organizations transition from traditional systems into merit-based pay structures with minimal transitional costs and interruption. Some of the public organizations he has provided these services to include, but are not limited to, the following: City of Mont Belvieu, TX; Tarrant County College District, TX; Brunswick County, NC; Manatee County, FL; City of Lee's Summit, MO; City of Cape Coral, FL; and the City of Riverdale, GA.
- **Market Research** – He provided the basis for which market research was collected, analyzed, and review. He ensured that data collection procedures and methods were statistically reliable using his knowledge of statistics and overall market research.



-
- Policy Development – He has a thorough and firm understanding of policy development and has assisted many clients with implementing tailored policies and practices that reflect best practices.

Dr. Ling holds a Doctorate's Degree from Florida State University in Political Science and has taught courses addressing research methodology, statistical analysis, technological innovations, and political economy at various universities.

**Project Director
Ms. Adrienne
Johnston**

Ms. Johnston is a Manager at Evergreen Solutions with extensive experience in labor market data collection and analysis. As a project manager, she has led the performance a team of approximately 50 Labor Market survey specialists, six supervisors and two operations managers. The team was responsible for data collection on several surveys, including a multimode data collection project of over 120,000 establishments. On each of the data collections projects that she has managed, she has produced at least a 70 percent response rate.

Ms. Johnston is also experienced in survey sample selection, occupational classification and analysis of survey results. She has published reports and survey results dashboards for state and local workforce agencies. In addition, she has software development experience that began with the re-engineering of the base architecture and framework used to create customized Computer Assisted Telephone Interviewing solutions used for each survey project. As a Certified Scrum Master, she expanded her software development projects to include custom solutions for operational process improvement.

Some of Ms. Johnston's recent labor market projects include: Green Goods and Services Survey for the Bureau of Labor Statistics; Response Analysis Survey- Green Goods and Services for the Bureau of Labor Statistics; Job Vacancy Survey for Massachusetts Division of Unemployment Insurance; Alabama Skills Gap Study and Results Dashboard for Alabama Department of Labor, Labor Market Information Division; Industry and Occupation Projections Dashboard for Pennsylvania Department of Labor and Industry, Center for Workforce Information and Analysis. Software development projects include: Computer Assisted Telephone Inquiry (CATI) and multimode data collection systems, online data visualization tool for survey results, Internal Mail fulfillment system for state issued licenses, state volunteer management system, state vehicle registration system.

Ms. Johnston has served, or is serving, as the Project Director or on the Evergreen Team for the following public sector projects: a Classification and Compensation Study for City of Seguin, TX; a Comprehensive Compensation and Benefits Study for the City of Rowlett, TX; a Pay for Performance Study and Salary Survey for the City of Mont Belvieu, TX; a Compensation and Classification Study for the Brazos River Authority, TX; a Non-Faculty Compensation Review for Austin Community College, TX; a Job Classification and Compensation Study for El Paso Community College District, TX; a Compensation Study for the Town of Sahuarita, AZ; a Classification, Compensation, and Benefits Survey for Kent County Levy



Court, DE; a Classification and Compensation Study for the Town of Blacksburg, VA; a Salary Study for the State Employees Association of North Carolina (SEANC); a Compensation Salary Study Review for Davidson Transit Organization, TN; a Compensation Study for the Alabama League of Cities; a Market Salary Survey for the Solid Waste Authority of Palm Beach County, FL; a Benefits Study for the Lakewood Ranch Inter-District Authority, FL; a Compensation Market Analysis for the St. Johns River Water Management District, FL; a Pay and Classification Study for the City of Doral, FL; a Pay and Classification Study for Gulf County, FL; a Compensation Study for the City of Key West, FL; a Salary Survey for the City of Kissimmee, FL; a Compensation Study for the City of North Miami Beach, FL; a Comprehensive Classification and Compensation Study (IT positions) for Manatee County, FL; a Pay, Compensation, and Classification Study for Community Action Stops Abuse, FL; a Salary Survey for Pasco County Sheriff's Office, FL; a Compensation Survey for Miami-Dade County, FL; a Compensation Study for Osceola County, FL; a Classification and Compensation Study for the City of Sebring, FL; a Compensation Study for Sarasota County, FL; a Salary and Benefits Review for Hernando County, FL; and a Classification and Compensation Study for City of Sarasota, FL.

Ms. Johnston is committed to customer service and enjoys finding new ways to combine traditional project management practices and agile tools to deliver quality solutions to her customers. She holds a Master's Degree in Applied Economics from Florida State University with a Bachelor's Degree in Economics and Political Science.

**Project Consultant
Ms. Nancy Berkley,
SPHR**

Ms. Berkley is a Manager at Evergreen Solutions who has over 30 years human resources experience demonstrating a thorough knowledge of multiple HR disciplines including, recruiting and staffing, workforce planning and retention, on-boarding, compensation and benefits, employee and labor relations, employee leave administration, voluntary and in-voluntary employee separations, performance management, employee surveys, organizational design and development, organization effectiveness, employee learning, training, and development, employee records administration and retention, and awards and recognition programs. She has consistently enhanced organizational capability by integrating HR with strategic business planning, development and assessment. She has provided individualized executive coaching and led HR team development and high performance teams. She has led corporate change initiatives and built talent-rich organizations by strengthening people and integrating processes and has directed human resources in high-volume, transactional service organizations and high-level, consulting organizations. She has excellent conflict resolution, negotiation, and influencing skills.

Ms. Berkeley possesses expertise in the following HR areas:

- Designing and implementing a shared service, centralized virtual staffing organization for statewide agency, increasing efficiency of staffing function for hiring managers.



- Analyzing and responding to employee relation trends—positively influenced work environments reducing employee complaints by ~90 percent.
- Consulting with senior leaders and successfully leading project teams to develop new policies, programs and tools—including total revision and communication of a company’s HR policies and practices to be in accordance with state and federal laws;
- Creating HR metrics reviews utilizing business goals and human resources information systems data—set improvement goals and developed action plans for unique business requirements.
- Designing succession and developing plans for high tech engineering leaders, and multi-level business units—compiling all data for senior executive delivery and review.
- Developing and implementing Employee Involvement (EI) (Engagement) strategy— measured its success, and applied EI tools with Lean manufacturing processes to facilitate objective results.
- Conceptualizing and implementing complex workforce reduction plans—then redeployed ~50 percent of the affected employees.
- Integrating three training groups into one cohesive team—concept was replicated in other business units.
- Participating on Boeing company-wide learning council—provided unique perspective of a location site with multiple operating business units with different or competing needs.
- Representing companies in state and federal agency reviews, e.g. Office of Federal Contract Compliance Program (OFCCP) reviews—Equal Employment Opportunity Commission (EEOC) charges, workers compensation charges, and unemployment compensation claims.
- Participating on company labor negotiations teams and interpreting and implementing contract language for work performed on service contracts.

Recent public sector projects that Ms. Berkley has directed or served on the Evergreen Team include: a Classification and Compensation Study for the Town of Little Elm, TX; a Classification and Compensation Study for the City of Pflugerville, TX; a Comprehensive Compensation and Benefits Study for the City of Rowlett, TX; a Classification and Compensation Study for the Lone Star College System, TX; a Job Classification and Compensation Study for El Paso Community College District, TX; a Compensation Study for South Texas College; a Non-Faculty Compensation Review for Austin Community College, TX; a Classification and Compensation Study for the Town of Hilton Head Island, SC; a



Compensation Study for El Paso Community College District, TX; a Compensation Study for South Texas College; a Non-Faculty Compensation Review for Austin Community College, TX; a Classification and Compensation Study for the Town of Hilton Head Island, SC; a Comprehensive Classification, Compensation, Performance Management, and Benefits Study for the City of Columbia, SC; a Classification and Compensation Study for the City of Rockville, MD; a Classification and Compensation Study for Gloucester County, VA; a Classification and Compensation Study for the Town of Blacksburg, VA; a Salary Market Study and Personnel Systems Study for Virginia's Region 2000 Local Government Council; a Salary Equity Study for Guilford County, NC; a Comprehensive Classification and Compensation Study for Durham County, NC; a Classification and Compensation Study and Benefits Survey for New Hanover County and New Hanover ABC Board, NC; a Classification and Compensation Study for Sedgwick County, KS; a Wage and Benefit Study for Ellis County, KS; a Classification and Compensation Study for Blount County, TN; a Comprehensive Non-Union Pay and Classification Study for the City of Evanston, IL; a Comprehensive Compensation and Classification Study for the City of Panama City Beach, FL; a Pay and Classification Study for the City of Fort Walton Beach, FL; a Compensation and Classification Study for the City of Cocoa, FL; a Compensation and Classification Study for Miami Shores Village, FL; a Compensation and Classification Study for Highlands County, FL; a Compensation Study for the City of Hollywood, FL; Compensation and Classification Study Services for Monroe County, FL; a Compensation Analysis for the City of Alpharetta, GA; a Classification and Compensation Study and Analysis for the City of Douglasville, GA; and a Compensation and Benefits Survey for Forsyth County, GA.

Ms. Berkley has a Bachelor's Degree in Psychology from Florida State University and has been certified as a SPHR since 1997.

**Project Consultant
Ms. Hongwei Chen**

Ms. Chen is a Consultant at Evergreen Solutions. Her background is in economics and finance, and with her professional experience working as an analyst in both the private and public sectors, she is familiar with disseminating large amounts of data and conducting in-depth data analysis.

Ms. Chen's experience at Evergreen has focused on human resource initiatives including compensation and classification studies and market analyses. Projects have included conducting market salary surveys: collecting and analyzing market data to determine the value of certain jobs within an organization compared to its peers and competitors; and job classification descriptions: reviewing and adjusting job descriptions to more accurately represent the duties of positions within the organization.

Recent public sector projects that Ms. Chen has been involved with include: a Classification and Compensation Study for the City of Seguin, TX; a Job Classification and Compensation Study for El Paso Community College District, TX; a Compensation Study for South Texas College; a Non-Faculty Compensation Review for Austin Community College, TX; a Compensation Study for the New Mexico Military Institute; a Compensation Study for the Town of Sahuarita, AZ; a Compensation



Review for Clark College, WA; a Classification, Compensation, and Benefits Survey for Kent County Levy Court, DE; a Compensation and Classification Study for Wake Technical Community College, NC; a Compensation and Classification Study for Highlands County, FL; a Compensation and Classification Study for Charlotte County, FL; a Market Salary Survey for St. Johns River Water Management District, FL; Classification and Compensation Study for the City of Sarasota, FL; a Salary and Benefits Survey for the City of St. Cloud, FL; a Pay and Classification Study for the City of Doral; a Compensation Study for Sarasota County, FL; a Compensation Study for the City of North Miami Beach, FL; and a Pay, Classification and Compensation Study for Community Action Stops Abuse, FL.

Ms. Chen holds a Master of Science (M.S.) in Quantitative and Computational Finance from Georgia Institute of Technology and a Bachelor's Degree in Economics and Music.

**Project Consultant
Mr. Michael Misrahi**

Mr. Misrahi is an Analyst at Evergreen who has been with the firm six months. He possesses an academic background in labor relations studies, which is coupled with professional experience analyzing qualitative data. His qualitative and quantitative skills are applied at Evergreen with regard to various analyses of human resources.

Mr. Misrahi's compensation and classification consulting work with Evergreen includes:

- analyzing market survey data to create an analytical picture of where a given organization stands relative to the external market, focusing on competitiveness in compensation plans;
- working intricately with project managers and team members to create and conduct salary, benefit, and ERP-related surveys for client organizations; and
- utilizing job assessment tools to analyze the current state of a classification within an organization with respect to its pay, job description, and job title.

Mr. Misrahi's most recent public sector projects include: a Compensation and Classification Study for the Brazos River Authority, TX; a Pay for Performance and a Salary Survey for City of Mont Belvieu, TX; a Classification and Compensation Study for the City of Seguin, TX; a Comprehensive Compensation and Benefits Study for City of Rowlett, TX; a Job Classification and Compensation Study for El Paso Community College District, TX; a Non-Faculty Compensation Review for Austin Community College, TX; and a Compensation Study for Town of Sahuarita, AZ; a Compensation Salary Study Review for Davidson Transit Organization, TN; a Classification, Compensation, and Benefits Survey for Kent County Levy Court, DE; a Salary Survey for the State Employees Association of North Carolina (SEANC); a Classification and Compensation Study for the City of Greer, SC; a Classification and Compensation Study for Douglasville, GA; a Compensation and ERP Study for Miami-Dade County, FL; a Compensation



and Benefits Study for the City of St. Cloud, FL; a Classification and Compensation Study for the City of Sebring, FL; a Compensation and Classification Study for the City of Sarasota, FL; a Compensation Study for Sarasota County, FL; a Compensation Study for the City of Osceola, FL; a Compensation Study for the City of North Miami Beach, FL; a Pay and Classification Study for the City of Doral, FL; a Pay and Classification Study for Bay County, FL; a Pay and Classification Study for Gulf County, FL; a Classification and Benefits Study for the City of Key West, FL; a Salary Study for Highlands County, FL; a Salary and Benefits Review for Hernando County, FL; and a Compensation Study for the City of Kissimmee, FL.

Mr. Misrahi has an MBA and a Bachelor's Degree in History from Florida State University.



A team of experienced analytical and clerical support staff will contribute to this study, as needed.



Section 2
Technical Proposal



2.0 *Technical Proposal*

In this section we provide our overall approach and methodology for completing this study; a detailed work plan, identifying the tasks, activities, and milestones necessary to accomplish all required deliverables included in the scope of services of the Request for Proposals (RFP). Attached is the Acknowledgment Page of the RFP. As required in the RFP, we have included a sample report from one of our completed studies conducted in the past five years as well as four references.

2.1 Evergreen's Approach

Evergreen Solutions is uniquely qualified to conduct a Classification and Compensation Study for San Miguel County, Ouray County, and the Regional Housing Authority as our team includes recognized experts in public sector human resources management and understands that there is not a “one size that fits all” solution to compensation management. Our approach is built on working collaboratively with all parties to make sound, implementation-focused recommendations.

Specifically, we have developed a methodology that:

- focuses on market competitiveness;
- recognizes that compensation is comprised of more than just base pay levels;
- reflects changes in recent compensation strategies;
- designs custom solutions that take into account the diversity of needs present in the organization and allows you to select the components and options that best meet your overall needs; and
- produces a structure that improves the organization's ability to recruit, reward, motivate, and retain talent in a competitive environment that includes both public and private sector employers.

We will work closely with the designated Project Manager from San Miguel County and from Ouray County as well as the Executive Director of the Regional Housing Authority throughout the process to ensure constant communication of issues, concerns, and potential outcomes. In addition, we will work closely with your staff to gain a solid understanding of your current operational realities, challenges, and desired outcomes. Moreover, Evergreen Solutions will work with you to balance your need to meet your performance goals while carefully managing the organization's resources.

Compensation management has undergone significant transformation in the private sector and over time public sector organizations have mirrored these changes. While compensation once centered on the separate administration of base pay and core benefits, a shift has



occurred that has transformed compensation management. Progressive organizations now recognize that— to effectively recruit, reward, motivate, and retain employees— compensation management requires strategic thinking and planning.

Compensation management must support an organization's overall strategic direction. To accomplish this, effective organizations design a compensation philosophy that details where an organization wants to be in relation to the market in key areas. These key areas include cash compensation, benefits, and work/life balance. Compensation is thus a reflection of the organization's philosophy.

Evergreen Solutions realizes that we will need to tailor our approach to fit the operating, fiscal, and competitive needs of the client. Recommendations must always reflect competitive needs while supporting the client's overall mission.

Listed below is an overview of the typically recommended approach that Evergreen takes when conducting a study of this nature.

Kick Off Meeting

Evergreen Solutions begins each engagement by meeting with the client's leadership team. Frequently, this initial meeting will accomplish several goals, including:

- finalizing the project work plan;
- identifying milestone and deliverable dates;
- gaining insight into the management structure and approach;
- collecting compensation and classification data;
- identifying additional data needs; and
- developing preliminary schedules for subsequent tasks.

At this time, we will also request a copy of the employee database that reflects current classification and compensation data.

Communication Plan

Communication is a critical component of any classification and compensation study. Communicating with employees directly and early in the process builds support for the process and the accompanying outcomes. As part of our communication plan, we meet first with key project staff to fully understand the nature and scope of the project. The results of these meetings are then communicated to employees during the project outreach through employee orientation sessions, focus groups, and interviews. Regular updates are provided to the Client's Project Manager and can be posted on the client's intranet site, if available and desired. Additionally, the communication plan for the distribution of the end product, particularly how the results will be distributed to employees, is also critical.

Developing the Compensation Philosophy

An organization's compensation philosophy is designed to support the overall business strategy. It can take many forms, but ultimately the compensation philosophy selected will guide the structure of the overall compensation system. Evergreen will meet with the client's leadership team to ascertain the client's overall business strategy and



document the various alternatives that are available to support that strategy. Based on the client's needs, Evergreen Solutions will provide the client with a comprehensive compensation philosophy to guide subsequent decisions. Typically, a consultant can facilitate the process and make recommendations for the compensation philosophy, but the decision will ultimately rest with the organization itself. It is imperative for the client to agree upon a compensation philosophy prior to establishing the remaining components of the compensation system.

**Employee
Orientation and
Focus Groups**

Based on client feedback and a review of best practices, we have designed an orientation curriculum that provides employees insight into the process as well as provides a forum for answering questions and soliciting participation. Following the orientation sessions, we begin the focus group process. Focus groups are used to gain detailed insight into employee perceptions, concerns, and issues. The protocol for the sessions is provided to your project team in advance and refined to meet your needs.

We have found that employee orientation sessions and focus groups are critical venues for building employee participation and buy-in. Since they take place at the outset of the project, they are a critical introduction to the project and the question and answer formats allow employees to become engaged in the process. During these sessions, Evergreen Solutions consultants can also help to manage expectations since some employees may have unrealistic expectations based on anecdotal information.

**Department Head
Interviews**

Evergreen's staff conduct one-on-one interviews with department heads and senior management (in addition to any other employees the client determines is necessary) to identify challenges for consideration. These interviews will allow our staff to add details to our understanding of the client and its needs. They also allow our consultants the opportunity to better understand the organizational structure of each department as well as the unique recruiting and retention issues that may be present in each department. Frequently, department directors, senior management, and officials serve as invaluable resources in explaining how internal equity relationships have evolved over time and explaining the nuances between the differences in jobs.

**Job Assessment
Tool and
Management Issue
Tool**

Another important activity undertaken at this time is the distribution of Evergreen Solutions' Job Assessment Tool© (JAT). These questionnaires are central components of the job evaluation process. The JAT asks a series of questions regarding an employee's job that captures the nature of the job and how it interacts with work within the organization.

The JAT contains questions that ask about each of the following areas:

- scope of duties;
- complexity of work;
- supervision received and exercised;

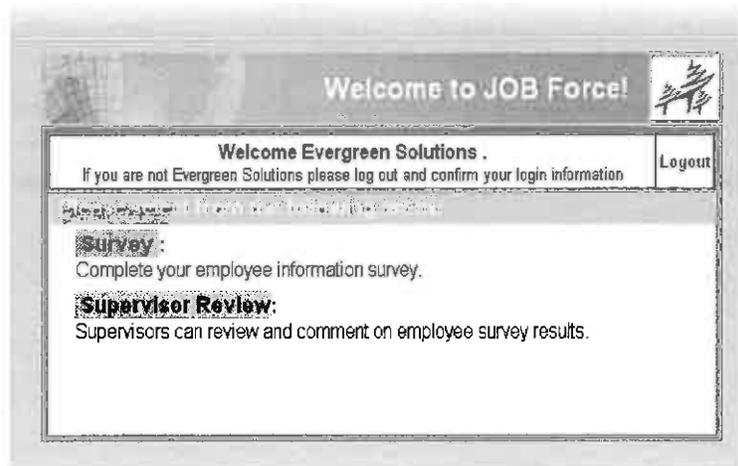


- physical requirements;
- financial responsibilities;
- analytical/mental requirements;
- knowledge and skills required for the job; and
- level of responsibility/reporting relationships.

Evergreen Solutions will contact the client's Project Manager should there be a need to clarify question responses or issues with information collected from the JAT. Due to budgetary constraints faced by many public sector clients we have designed the JAT as a web-based tool so that data can be collected electronically. If requested, we can also provide a paper-based version of the tool.

Exhibit 2-1 below depicts a screenshot of the JAT home screen showing the levels of access for a Supervisor. Supervisors have access to their own surveys in addition to the ability to review and approve the surveys of their direct reports. The supervisor review process ensures validation of the JAT data collected from employees and prevents comments made by employees from being taken out of context.

Exhibit 2-1
Supervisor's JAT Home Screen



Source: Evergreen Solutions, 2013

Exhibit 2-2 shows an example of the basic employee demographic information validation that takes place within the JAT. In addition to employee email, Evergreen Solutions collects employee phone information to facilitate contact after the JAT is complete. It is also important for us to have a complete understanding of their work schedule.



Exhibit 2-2
Personal and Job Information

The screenshot displays the 'Job Assessment Tool' interface. At the top right, there is a logo for Evergreen Solutions. The main heading is 'Basic Personal and Job Information'. Under 'Personal Information', there is a 'Contact Information' section with fields for Name (filled with 'Evergreen Solutions (1008)'), E-mail (filled with 'jat@consultevergreen.com'), and Phone/Extension. Below this is 'Section 1.0 Job Overview' with a 'Job Title' field filled with 'NA'. The 'Official Workweek in hours' section includes a prompt and radio button options: 'Less than 15', '15 - 20', '21 - 30', '31 - 37.5', '40', and 'Greater than 40'. The 'Status' section has radio button options for 'Full time' and 'Less than full time'. A message at the bottom states: 'Submit and save your responses to this page by clicking below. If you do not have time to complete the entire process at this time, the information you have stored will be available the next time you log in to the site.' A 'Save and Continue' button is located at the bottom right of the form area.

Source: Evergreen Solutions, 2013

Exhibit 2-3 illustrates how Evergreen Solutions uses the JAT to collect functional details of employee's jobs. Seeking to understand how employees summarize their responsibilities in their own words allows our analysis to expand beyond what may be conveyed in a traditional job description. An informal survey of municipal employees revealed that 90 percent felt that the job descriptions held on file with their employers were inaccurate or incomplete representations of their duties. Understanding this, Evergreen Solutions designed the JAT to fill in those gaps to ensure that the entirety of an employee's job is analyzed within the context of the study.



Exhibit 2-3
Job Description and Responsibilities

Job Assessment Tool

Job Description and Responsibilities

Section 2.0 Job Description

Briefly provide an overview of your job, including a description of the purpose of your job and the type of work you do. This may be the same as the introduction to your current job description, but it does not need to be

Please indicate below the number of people you supervise directly and/or indirectly

Supervise Directly*

Full-time: part-time, reduced hours, and temporary

Supervise Indirectly**

Full-time: part-time, reduced hours, and temporary

* Direct supervision is the management or supervision of employees who report work to you and who you evaluate without assistance. Please do not include subcontractors.

** Indirect supervision is the management or oversight of employees who report to you through another supervisor who reports directly to you. Please do not include subcontractors.

Submit and save your responses to this page by clicking below. If you do not have time to complete the entire process at this time, the information you have stored will be available the next time you log in to the site.

Save and Continue

Source: Evergreen Solutions, 2013

Exhibit 2-4 shows a similar page in which employees are asked to list the Essential Functions of their job. These are the tasks and activities that define the classification and make it unique. Gathering information such as this allows Evergreen Solutions to assess the validity of the present classification structure and identify classifications or individuals within classifications that need to be restructured or reclassified.



**Exhibit 2-4
Job Functions**

Job Assessment Tool

Job Description and Responsibilities

Section 3.0 Job Functions

In the table provided, please include all essential job functions you perform. For every function you list, please note how often you perform the function - Daily, Weekly, Monthly, A Few Times Per Year, or Annually. Then, estimate the total percent of your time spent on each function on an annual basis. Lastly, please check off the five most important functions you perform.

Job Function	Most Important Function (Choose five)	Frequency	% Time Spent on Task
1. <input type="text"/>	<input type="checkbox"/> Yes	Choose One ▾	<input type="text"/>
2. <input type="text"/>	<input type="checkbox"/> Yes	Choose One ▾	<input type="text"/>
3. <input type="text"/>	<input type="checkbox"/> Yes	Choose One ▾	<input type="text"/>
4. <input type="text"/>	<input type="checkbox"/> Yes	Choose One ▾	<input type="text"/>
5. <input type="text"/>	<input type="checkbox"/> Yes	Choose One ▾	<input type="text"/>
6. <input type="text"/>	<input type="checkbox"/> Yes	Choose One ▾	<input type="text"/>
7. <input type="text"/>	<input type="checkbox"/> Yes	Choose One ▾	<input type="text"/>
8. <input type="text"/>	<input type="checkbox"/> Yes	Choose One ▾	<input type="text"/>
9. <input type="text"/>	<input type="checkbox"/> Yes	Choose One ▾	<input type="text"/>
10. <input type="text"/>	<input type="checkbox"/> Yes	Choose One ▾	<input type="text"/>
11. <input type="text"/>	<input type="checkbox"/> Yes	Choose One ▾	<input type="text"/>
12. <input type="text"/>	<input type="checkbox"/> Yes	Choose One ▾	<input type="text"/>
13. <input type="text"/>	<input type="checkbox"/> Yes	Choose One ▾	<input type="text"/>
14. <input type="text"/>	<input type="checkbox"/> Yes	Choose One ▾	<input type="text"/>
15. <input type="text"/>	<input type="checkbox"/> Yes	Choose One ▾	<input type="text"/>

Submit and save your responses to this page by clicking below. If you do not have time to complete the entire process at this time, the information you have stored will be available the next time you log in to the site.

Source: Evergreen Solutions, 2013



In addition to the JAT, Evergreen will also distribute our Management Issues Tool (MIT). The MIT is distributed to supervisors and managers and is used to collect specific information from supervisors and managers related to such issues as recruitment and retention problems, classification issues, pay equity issues, problems with titles, and other related issues. Each MIT will be logged and a specific response will be provided. The MIT process is designed to allow supervisors and managers to give direct input into the process and they serve as “red flags” to Evergreen Solutions staff during the analysis portion of the project.

Preliminary Assessment

As a starting point for analysis, Evergreen’s project consultants review the client’s database in comparison to the pay plan and information collected from the JATs to produce a preliminary assessment. The preliminary assessment summarizes the strengths and weaknesses of your human resource management system. The compensation analysis focuses on the number of pay grades, range widths, percentage differences between grades, step plans versus open range plans, and the expected time to reach full job competency. The overall analysis focuses on structure, movement, and equity (internal) as well as specific concerns such as turnover, longevity, compression, and range anomalies. The issues we identify in the assessment become core considerations in creating the potential solutions later in the process.

Job Evaluation

The next step in the process is to review responses to the JATs and identify any possible misclassifications. Once the review of the JATs has been completed, Evergreen’s consultants will evaluate all jobs on each of the compensatory factors, score each position, and determine if there is any need for further investigation of specific positions. If serious discrepancies exist, Evergreen’s consultants will work directly with the Client Project Manager to resolve any issues.

Once work has been properly classified, changes in the current classification system rankings can be recommended. Our goal is to produce a classification system that reflects the internal equity relationships suggested by the JAT scoring conducted earlier.

Compensation

Our approach to compensation analysis is based on the belief that compensation should be organization-specific, fair, equitable, and directly tied to strategic goals. To ensure that all these criteria are met, we will conduct an extensive analysis on the relevant labor market, the internal structure and inter-relatedness of jobs within the organization, and the relative worth of jobs within the organization vis-à-vis the compensation philosophy.

The most traditional component of a total compensation program is base pay (fixed pay). However, inclusion of benefits in total compensation strategy is not a new concept. Provision of benefits was originally a recruitment tool, though over time the provision of core benefits has become an expectation. Research shows that public sector organizations commonly use superior benefits packages as a way to offset structural disadvantages in base pay. The purpose of the



Market Survey

survey is to collect information for comparison to current offerings, and make recommendations for change consistent with the parameters of the compensation philosophy.

A key component of assessing compensation is to consider market position, which is sometimes referred to as external equity or competitiveness. Evergreen's consultants wait until well into the classification analysis to design the market survey to ensure that jobs are understood, anomalies in classification characteristics are documented, and sufficient input has been received. The market survey will obtain standard range information related to minimum, midpoint, and maximum salaries. Data collection will focus on the public sector, but will include information from the private sector where applicable. Further, we will look to include any employers to whom the client has recently lost employees.

In addition, a benefits survey will also be administered in tandem with the market survey. Special consideration can be given to select highly competitive, market-driven positions if necessary.

Benchmarks

One of the most important components of the external assessment is in the selection and utilization of benchmark positions for the labor market survey. We will work with the client to identify the appropriate number of benchmark positions to best fit the client's needs in the labor market survey. Based on our experience, we have found that it is simply not practical to survey all positions within the organization—the resulting surveys become too cumbersome for labor market peers to complete, and the response rate on the whole suffers. We ensure, through multiple checks and balances, that the benchmark positions chosen will represent a broad spectrum of positions across the organization, from all job families, pay levels, and functional areas.

Targets

To conduct an external labor market assessment, we work with the client to identify the most appropriate targets to survey. Evergreen selects peer organizations based on the local labor competition, regional markets, and class-specific markets. Peer organizations should be those organizations that compete with the client for labor in at least one job family. An appropriate mix of peers in the public and private sectors will be included in the survey, and if necessary, augmented with published secondary data sources.

Typically, Evergreen waits until the outreach process has been completed to identify the complete list of market peers. This is because we often will uncover specific information during the focus group and interview sessions that identifies potentially critical survey targets. Ideally, we would like to work with the client after the outreach has been concluded to identify the final list of potential market peers.

An important factor of our methodology is that the client has the final approval of all aspects of the study. We will not proceed with the analysis unless the client is completely comfortable with the survey targets chosen. Often, there are different factors impacting an



organization, such as proximity to a major metropolitan area, technology corridor, or specific market (i.e., military base), that have a direct effect on its ability to recruit and retain employees in specific positions. These factors have to be taken into account when selecting survey targets. Once the targets are selected and approved, the survey instrument is developed and sent to the client for final approval. Subsequent to the client's approval, the survey is then distributed to the targets in both paper and electronic formats.

Evergreen Solutions uses a four-fold method of communicating with respondents. Our staff notifies the target group that the survey is being sent or made available, confirms receipt, and encourages participation. Once the data are received, they are cleaned, validated, and summarized. A separate report is issued that shows the results of the salary survey.

Unifying the Solution

After determining the appropriate division of work and market position, the compensation structure can be created. There is not a single, perfect solution for every client partner. The nuances and unique characteristics of each client necessitate a customized solution to meet the client's needs.

The Evergreen Team has considerable experience in developing multiple solutions and working with client partners to determine the one that best meets their needs. Our analytical team uses a variety of tools to produce various potential solutions: regression analysis, market thresholds, and other human resource models. Several major options are presented to the client's team before the implementation plan is created.

It is at this stage in the process that we typically meet with the client to identify the direction of the final solution. We will present to the client a draft report for review and comment. We typically ask the client to examine the draft solution objectively and provide insights and recommendations on the direction of the report. When this process is completed, Evergreen's consultants will proceed with the final solution. The solution also contains information regarding fiscal impact and implementation.

Compensation Administration Guidelines

In order for the client to maintain the recommended compensation system, Evergreen develops compensation administration guidelines for use by the client after completion of the study. The guidelines will include recommendations on installation and continuing administration of the system. The team first conducts a review of current practices and procedures then assesses their effectiveness, compliance with legal guidelines, and applicability to the recommended system.

Once this review and assessment are complete, revisions to the current practices and/or new guidelines can be recommended, as needed. At a minimum, the recommendations will address areas such as:



- how employees will move through the pay structure/system as a result of transfers, promotions, or demotions;
- how performance will be linked to pay structure;
- how to pay employees whose base pay has reached the maximum of their pay range or value of their position;
- the proper mix of pay and benefits;
- how often to adjust pay scales and survey the market;
- timing of implementation; and
- how to keep the system fair and competitive over time.

System Maintenance

Our goal is to produce recommendations that are effective and that can be maintained by our clients. We are strongly committed to providing transparent and replicable solutions. In essence, when we complete our core assignment, our goal is that our client's staff can maintain and update the system on their own. We are readily available to provide assistance, but our goal is to give our clients all the tools and training that are needed. Towards this end we will provide the Human Resources Department with all necessary tools and training to maintain the system over time.

2.2 Detailed Work Plan

The detailed work plan that Evergreen Solutions proposes to use to conduct the Classification and Compensation Study is provided in this section. Evergreen understands that there are a total of 160 full-time, part-time, and seasonal employees in 86 different job titles that will be included in this study for San Miguel County. Evergreen further understands that according to Addendum #1, the scope of services for this study will now include Ouray County which has 51 distinct job titles and the Regional Housing Authority which has three distinct job titles.

Our work plan consists of the following 14 tasks:

- Task 1: Project Initiation
- Task 2: Collect and Review Current Environment Data
- Task 3: Evaluate the Current System
- Task 4: Develop Compensation Philosophy
- Task 5: Evaluate and Build Projected Classification Plan
- Task 6: Identify List of Market Survey Benchmarks
- Task 7: Identify Approved List of Survey Targets
- Task 8: Conduct Market Survey and Provide External Assessment Summary
- Task 9: Conduct Benefits Survey
- Task 10: Develop Strategic Positioning Recommendations
- Task 11: Conduct Solution Analysis
- Task 12: Develop and Submit Draft and Final Reports and Deliver a Presentation



Task 1.0
Project Initiation

- Task 13: Develop Recommendations for Compensation Administration
- Task 14: Provide Revised Class Descriptions and FLSA Determinations

TASK GOALS

- Finalize the project plan with San Miguel County, Ouray County, and Regional Housing Authority.
- Gather all pertinent data.
- Finalize any remaining contractual negotiations.
- Establish an agreeable final time line for all project milestones and deliverables.

TASK ACTIVITIES

- 1.1 Discuss with the County Project Manager (CPM) from San Miguel and Ouray the following objectives:
- understand the mission and current compensation philosophy (if any);
 - review our proposed methodology, approach, and project work plan to identify any necessary revisions;
 - reach agreement on a schedule for the project including all assignments and project milestones/deliverables; and
 - establish an agreeable communication schedule.
- 1.2 Identify potential challenges and opportunities for the study. Discuss the strategic direction of San Miguel County, Ouray County, and the Regional Housing Authority and some of the short- and long-term priorities. This activity serves as the basis for assessing where the organization is going and what type of pay plan will reinforce current and future goals.
- 1.3 Obtain relevant materials, including:
- any previous projects, research, evaluations, or other studies that may be relevant to this project;
 - organizational charts;
 - current position and classification descriptions, salary (wage) schedule(s), and classification system;



**Task 2.0
Collect and Review
Current Environment
Data**

- benefits packages;
- strategic business plans and budgets; and
- personnel policies and procedures.

1.4 Review and edit the project work plan and submit a schedule for the completion of each project task.

KEY PROJECT MILESTONES

- Comprehensive project management plan
- Comprehensive database of employees

TASK GOAL

- Conduct statistical and anecdotal research into the current environment within San Miguel County, Ouray County, and the Regional Housing Authority and guide subsequent analytical tasks.

TASK ACTIVITIES

- 2.1 Schedule and conduct employee orientation sessions.
- 2.2 Meet with elected officials and department heads to obtain relevant information and statistical/anecdotal data on specific compensation issues and policies. Obtain insight into perceived current compensation system strengths and weaknesses.
- 2.3 Hold focus groups with a sample of employees to obtain additional relevant information and statistical/anecdotal data on specific compensation issues and policies.
- 2.4 Work with the CPMs to administer the JATs and MITs. Our staff utilizes a web-based tool for data collection, but we can provide paper copies as well as those for classifications without computers or Internet access. We will seek approval from the CPMs before distribution of the JAT/MIT questionnaire.
- 2.5 Review any data provided by the organizations that may provide additional relevant insight.
- 2.6 Review and establish internal career paths for occupations and make preliminary recommendations to keep positions competitive.

KEY PROJECT MILESTONES

- JAT and MIT distribution



Task 3.0
Evaluate the Current
System

- Elected official/department head interviews
- Employee focus groups and orientation sessions

TASK GOAL

- Conduct a comprehensive preliminary evaluation of the organization's existing compensation plan.

TASK ACTIVITIES

- 3.1 Obtain the existing pay structure and compensation philosophy. Review the existing pay structure and look for potential problems to be resolved.
- 3.2 Determine the strengths and weaknesses of the current pay plan(s).
- 3.3 Review compensation practices, wages and benefits, and related issues.
- 3.4 Complete an assessment of current conditions that details the pros and cons of the current system as well as highlights areas for potential improvement in the final adopted solution.

KEY PROJECT MILESTONES

- Review of existing compensation plan(s)
- Assessment of current conditions

Task 4.0
Develop
Compensation
Philosophy

TASK GOAL

- Facilitate the development of the initial compensation philosophy for San Miguel County, Ouray County, and the Regional Housing Authority.

TASK ACTIVITIES

- 4.1 Conduct a thorough review of all background materials related to each organization's compensation system.
- 4.2 Review information from department head interviews.
- 4.3 Review results of previous steps with the CPMs and present various options for compensation philosophy components.
- 4.4 Develop initial compensation philosophy based on input from previous steps.



**Task 5.0
Evaluate and Build
Projected
Classification Plan**

KEY PROJECT MILESTONE

- Initial compensation philosophy

TASK GOALS

- Identify the classification of existing positions utilizing Evergreen Solutions' job evaluation system.
- Review JAT responses.
- Characterize internal equity relationships within San Miguel County, Ouray County, and the Regional Housing Authority.

TASK ACTIVITIES

- 5.1 Oversee a task analysis for each job by reviewing all class specifications with the CPMs and/or the Human Resources Director.
- 5.2 Review various job classes (create multi-level job series) as appropriate.
- 5.3 Review the work performed by each classification and score. Review includes evaluation of supervisory comments.
- 5.4 Review JAT scores and identify the classification of positions.
- 5.5 Schedule and conduct additional follow-up with employees for jobs where uncertainty exists over data obtained from the JATs.
- 5.6 Develop preliminary recommendations for the classification structure. The classification system designed at this point would be based solely on internal equity relationships and would be guided by the JAT scores for each classification. Essentially, a structure of classifications would be established, and classifications with similar scoring would be grouped into pay grades. Spacing between jobs would be determined, and each classification would be assigned to a pay grade. Final decision on the minimums and maximums of the pay grades would be determined after the market data have been collected.
- 5.7 Recommend the vertical salary relationship/differentials between jobs/positions in each job class.
- 5.8 Develop new jobs/positions or classes as appropriate. Recommend deletion of outdated or unnecessary jobs/positions and/or job classes.
- 5.9 Review recommendations with the CPMs and/or the Human Resources Director regarding the appropriate classification structure for San Miguel County, Ouray County, and the Regional Housing Authority.



**Task 6.0
Identify List of
Market Survey
Benchmarks**

KEY PROJECT MILESTONES

- JAT scores by class
- Recommended classification changes
- Preliminary job structure based on internal equity

TASK GOAL

- Identify the proper benchmark positions for the external labor market assessment to reach an appropriate number.

TASK ACTIVITIES

- 6.1 Conduct a thorough review of all materials to date, including employee database, classification listing, interviews, compensation review, and discussions with the CPMs.
- 6.2 Identify, from the initial review, a list of classifications (benchmarks) to include in the labor market survey.
- 6.3 Submit the proposed list of positions to the CPMs for review.
- 6.4 Based on the CPM's review, make revisions to the benchmark list and finalize consistent with Evergreen Solutions' analysis.

KEY PROJECT MILESTONES

- Preliminary list of benchmark classifications
- Final list of benchmark positions for the external labor market assessment

**Task 7.0
Identify Approved
List of Survey
Targets**

TASK GOAL

- Identify the list of targets for conducting a successful external labor market assessment. **Note:** According to the RFP, Evergreen will use at a minimum the following local governments and municipalities as targets: Eagle County; Ouray County; Montrose County; La Plata County; Montezuma County; Pitkin County; Summit County; Routt County; Gunnison County; Town of Telluride; and Mountain Village.

TASK ACTIVITIES

- 7.1 Review with the CPMs the peer organizations that should be included in the survey.



**Task 8.0
Conduct Market
Survey and Provide
External Assessment
Summary
(Concurrent with
Task 9.0)**

- 7.2 Develop a preliminary list of organizations for the external labor market survey, placing a comparative emphasis on characteristics such as:
- size of the organization;
 - geographic proximity to the Telluride/Ouray area;
 - economic and budget characteristics; and
 - other demographic data.
- 7.3 Develop a list of survey targets by employee group. Develop a system for use of secondary data including potential sources and weighting of secondary data, if necessary.
- 7.4 Review survey methodology with the CPMs and refine survey methodology prior to distribution of survey.
- 7.5 After approval of survey methodology, develop contact list of peer organizations and notify peers of impending survey.

KEY PROJECT MILESTONES

- Initial list of survey peers
- Survey methodology
- Final list of survey organizations and contacts

TASK GOALS

- Conduct the external labor market salary survey.
- Provide a summary of the survey results to the CPMs.

TASK ACTIVITIES

- 8.1 Discuss questions and categories with the CPMs for the market survey.
- 8.2 Prepare a customized external labor market salary survey for approval from the CPMs.
- 8.3 Contact the targets for electronic completion of the survey. Provide paper copies by fax, if requested.
- 8.4 Conduct necessary follow-up through e-mails, faxes, and phone calls.
- 8.5 Collect and enter survey results into Evergreen Solutions' electronic data analysis tools.
- 8.6 Validate all data submitted.



**Task 9.0
Conduct Benefits
Survey
(Concurrent with
Task 8.0)**

8.7 Develop summary report of external labor market assessment results.

8.8 Submit summary report of external labor market assessment results to the CPMs.

KEY PROJECT MILESTONES

- Market survey instrument
- Summary report of external labor market assessment results

TASK GOALS

- Conduct an external labor market benefits survey.
- Provide a summary of the survey results to the CPMs for review.

TASK ACTIVITIES

9.1 Develop a listing of the benefits provided by San Miguel County, Ouray County, or the Regional Housing Authority and review current vacation, sick leave, holiday, and leave policies as compared to competitive employers.

9.2 Using the list of provided benefits and major benefits offerings not provided by San Miguel County, Ouray County, or the Regional Housing Authority develop a list of benefits to include in the external labor market survey.

9.3 Prepare benefits survey to be included with salary survey developed in **Task 8.0**.

9.4 Conduct a survey of benefits in use by competitive employers, to include both private and public employers, and make recommendations regarding the benefits which San Miguel County, Ouray County, and the Regional Housing Authority might competitively employ in its market.

9.5 Submit benefits survey to the CPMs for review.

9.6 Revise benefits survey.

9.7 Distribute benefits survey in conjunction with salary survey.

9.8 Develop summary report of external labor market benefits results.

9.9 Submit summary report to the CPMs of external labor market benefits results to include types of coverage provided as well as the total percentage of the premium paid and the total dollar value paid by the employer.



**Task 10.0
Develop Strategic
Positioning
Recommendations**

KEY PROJECT MILESTONES

- Catalogue of existing benefits
- Benefits survey instrument
- Summary report of external labor market benefits results

TASK GOAL

- Assess the appropriateness of San Miguel County's, Ouray County's, and the Regional Housing Authority's current compensation philosophy and plan for all employees, providing issue areas and preliminary recommendations for strategic improvement.

TASK ACTIVITIES

- 10.1 Identify the accepted compensation philosophy and accompanying thresholds.
- 10.2 Using the market salary and benefits survey data collected in **Tasks 8.0 and 9.0** and the classification data reviewed in **Task 5.0** determine the proper pay plan including number of grades, steps, and ranges.
- 10.3 Identify highly competitive positions within San Miguel County, Ouray County, and the Regional Housing Authority and customize recommendations for compensation where required.
- 10.4 Produce a pay plan(s) that best meets the needs of San Miguel County, Ouray County, and the Regional Housing Authority from an internal equity and external equity standpoint.

KEY PROJECT MILESTONES

- Proposed compensation strategic direction, taking into account internal and external equity
- Plan for addressing unique, highly competitive positions

**Task 11.0
Conduct Solution
Analysis**

TASK GOALS

- Conduct analysis comparing JAT values and survey results for the benchmark positions.
- Produce several possible solutions for implementation.



**Task 12.0
Develop and Submit
Draft and Final
Reports and Deliver
a Presentation**

TASK ACTIVITIES

- 11.1 Conduct regression analysis or other appropriate techniques to properly slot each classification into the proposed pay plan.
- 11.2 Place all classifications into pay grades based on **Task Activity 11.1**. Sort alphabetically by job class title, in descending order by range, and by old class title and new class specifications.
- 11.3 Create implementation solutions for consideration that take into account the current position of the organization as well as the findings from the classification and compensation analysis. Identify and prepare a range of compensation policy alternatives.
- 11.4 Meet with the CPM to discuss the potential solutions.
- 11.5 Determine the best solution to meet San Miguel County's, Ouray County's, and the Regional Housing Authority's needs in the short-term and long-term.
- 11.6 Document the accepted solution.

KEY PROJECT MILESTONES

- Initial regression analysis
- Potential solutions
- Documented final solution

TASK GOALS

- Develop and submit a draft and final report of the Classification and Compensation Study for San Miguel County, Ouray County, and the Regional Housing Authority.
- Present the final report.

TASK ACTIVITIES

- 12.1 Produce a comprehensive draft report that captures the results of each previous step. Submit the draft report to the CPMs and to the Regional Housing Authority for review and approval. The report will include any detailed costs associated with the implementation of any recommended changes resulting from this study.
- 12.2 Make necessary edits and submit five written copies and one electronic copy of the final report which will describe the classification and pay plan for San Miguel County, Ouray County, and the Regional Housing Authority.



**Task 13.0
Develop
Recommendations
for Compensation
Administration**

- 12.3 Present the final report to San Miguel County, Ouray County, and the Regional Housing Authority.
- 12.4 Develop a communicating plan for sharing study results with employees.
- 12.5 Develop implementation database to communicate the process and progress of this project to the CPMs and any other employee or groups designated by the CPMs.
- 12.6 Develop a plan for maintaining recommendations over time.

KEY PROJECT MILESTONES

- Draft and final reports
- Final presentation
- Implementation and maintenance database

TASK GOAL

- Develop recommendations for continued administration by San Miguel County, Ouray County, and Regional Housing Authority staff to sustain the recommended compensation and classification structure.

TASK ACTIVITIES

- 13.1 Develop recommendations and guidelines for the continued administration and maintenance of the classification and compensation system, including recommendations and guidelines related to:
 - how employees will move through the pay structure/system as a result of transfers, promotions, or demotions;
 - how to pay employees whose base pay has reached the maximum of their pay range or value of their position;
 - the proper mix of pay and benefits;
 - how often to adjust pay scales and survey the market;
 - the timing of implementation; and
 - how to keep the system fair and competitive over time.
- 13.2 Recommend recruitment/retention strategies, where appropriate.



**Task 14.0
Provide Revised
Class Descriptions
and FLSA
Determinations**

13.3 Present recommendations to the CPMs for review.

KEY PROJECT MILESTONES

- Recommendations for compensation administration
- Recommendations for recruitment/retention policies

TASK GOALS

- Update existing class descriptions.
- Create new class descriptions as needed, ensuring FLSA and ADA requirement satisfaction.
- Provide final version of all class descriptions/specifications in electronic format (i.e., MS Word).

TASK ACTIVITIES

- 14.1 Assess current class descriptions for form, content, validity, and ADA compliance.
- 14.2 Discuss new class description format with the CPMs.
- 14.3 Revise classification descriptions based on data gathered from the JAT process.
- 14.4 Create new class descriptions for new classifications, as needed. Provide complete listing of the allocation of job classes to salary range assignments.
- 14.5 Make FLSA determinations based on work performed and federal requirements.
- 14.6 Recommend a systematic, regular process for reviewing job descriptions.
- 14.7 Provide final version of all class descriptions/specifications in electronic format (i.e., MS Word) after approval by the CPMs.
- 14.8 Prepare manuals of the final documentation to include an introductory section that describes job/position concepts, provides information about the distinction of various levels within a job class or series, and other pertinent information.

KEY PROJECT MILESTONES

- Updated class descriptions



2.3 Proposed Timeline

- New class descriptions as needed
- Manuals

Evergreen Solutions possesses the ability, staff, skills, and tools to conduct the Classification and Compensation Study for San Miguel County, Ouray County and the Regional Housing Authority in four months of the project start date and following the signing of the contract. This is based on a tentative start date of February 23, 2015, and a completion date of June 23, 2015, as shown in **Exhibit 2-5**. This is within the recommended timeline in Addendum #1 of the RFP.

This timeline can be modified in any way to best meet the needs of San Miguel County, Ouray County and/or the Regional Housing Authority.



**Exhibit 2-5
Proposed Time Schedule**

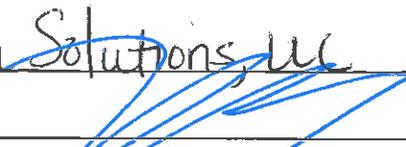
PROJECT TASKS	2015				
	February	March	April	May	June
1.0 - Project Initiation	■				
2.0 - Collect and Review Current Environment Data		■			
3.0 - Evaluate the Current System		■			
4.0 - Develop Compensation Philosophy		■			
5.0 - Evaluate and Build Projected Classification Plan		■	■		
6.0 - Identify List of Market Survey Benchmarks			■		
7.0 - Identify Approved List of Targets			■		
8.0 - Conduct Market Survey and Provide External Assessment Summary			■	■	
9.0 - Conduct Benefits Survey			■	■	
10.0 - Develop Strategic Positioning Recommendations				■	■
11.0 - Conduct Solution Analysis					■
12.0 - Develop and Submit Draft and Final Reports					■
13.0 - Develop Recommendations for Compensation Administration					■
14.0 - Provide Revised Class Descriptions and FLSA Determinations					■



ACKNOWLEDGMENT

The undersigned, having carefully read and considered the Request for Proposals for the San Miguel County Classification and Compensation Study, does hereby offer to perform such services on behalf of the County of San Miguel, in the manner described and subject to the terms and conditions set forth in the attached Request for Proposals.

The undersigned further states that this bid is made in good faith and is not founded on, or in consequence of, any collusion, anticompetitive agreement or other type of anticompetitive activities between themselves and any other interested party, in restraint of free competition.

Proposer Business Name Evergreen Solutions, LLC
Authorized Representative Signature 
Authorized Representative Name & Title (print) Dr. Jeff Ling, Ex. V.P.
Address 2878 Remington Green Circle
Date 12/18/14
Phone (850) 383-0111
Fax (850) 383-1511
Email jeff@consultevergreen.com

RETURN AS FINAL PAGE OF TECHNICAL PROPOSAL

Section 3
Cost Proposal



SUMMARY OF MAJOR COSTS

Description	Cost
Compensation Study	<u>\$ 15,400</u>
Analysis considering internal and external equity	<u>\$ 25,000</u>
Draft Report	<u>\$ 3,000</u>
Final Report	<u>\$ 3,500</u>

San Miguel County is tax-exempt; do not add tax to your pricing.

Please provide a separate detailed accounting of costs by task and document, as specified in Section 3, COST PROPOSAL.

* Note: Our costs includes extending scope of work to Ouray County and the Regional Housing Authority.

RETURN AS PAGE #1 OF COST PROPOSAL

3.0 Cost Proposal

Evergreen Solutions, LLC is pleased to present our proposed cost to conduct a Classification and Compensation Study for San Miguel County, Ouray County, and the Regional Housing Authority. Evergreen Solutions is committed to providing the highest quality consulting services to our client partners for a reasonable price. Evergreen Solutions is fortunate that our overhead is minimal and our expenses are reasonable so we can pass that cost savings on to our clients.

Our total, not-to-exceed, fixed cost to complete all tasks identified in our detailed work plan in **Chapter 2** of our proposal is **\$46,900**. This cost is all inclusive, and includes travel costs (meals and lodging), transportation, fringe benefits, indirect cost (overhead), clerical support, and all other out-of-pocket expenses. Our cost includes three separate trips to perform all of the tasks in our work plan. Our cost is based on an hourly rate of \$150 per hour.

As required in the Request for Proposals, we have provided the following breakdown of our cost by the tasks included in our detailed work plan. We also include an estimate of the number of hours needed to complete each task.

- Task 1: Project Initiation - \$1,200 (8 hrs)
- Task 2: Collect and Review Current Environment Data - \$7,800 (52 hrs)
- Task 3: Evaluate the Current System - \$ 2,400 (16 hrs.)
- Task 4: Develop Compensation Philosophy - \$1,200 (8 hrs)
- Task 5: Evaluate and Build Projected Classification Plan - \$6,000 (40 hrs)
- Task 6: Identify List of Market Survey Benchmarks - \$600 (4 hrs)
- Task 7: Identify Approved List of Survey Targets - \$600 (4 hrs)
- Task 8: Conduct Market Survey and Provide External Assessment Summary - \$7,800 (52 hrs)
- Task 9: Conduct a Benefits Survey - \$3,900 (26 hrs)
- Task 10: Develop Strategic Positioning Recommendations - \$1,500 (10 hrs)
- Task 11: Conduct Solution Analysis - \$1,500 (10 hrs)
- Task 12: Develop and Submit Draft and Final Reports - \$6,500 (43 hrs)
- Task 13: Develop Recommendations for Compensation Administration - \$2,000 (13 hrs)
- Task 14: Provide Revised Class Descriptions and FLSA Determinations - \$3,900 (26 hrs)

The following is our preferred payment schedule:

- 25% - upon completion of Task 1 of the detailed work plan
- 25% - upon completion of Tasks 2 – 5 of the detailed work plan
- 25% - upon completion of Tasks 6 – 8 of the detailed work plan
- 25% - upon completion of Tasks 9 – 13 of the detailed work plan



We are willing to negotiate the time, scope, and cost of the basic tasks, or any other options that San Miguel County wishes to identify.
Evergreen Solutions federal employer identification number is 20-1833438.



*Appendix:
Detailed Resumes*



Dr. Jeffrey Ling

Project Principal

Evergreen Solutions, LLC

Dr. Ling's experience includes human resources, strategic planning, research methodology, and change management. Dr. Ling has taught courses addressing human resources, research methodology, statistical analysis, and political economy at various universities. Similarly, he has planned, organized, and managed studies on human resources assessment, and government efficiency. Each of these studies dealt with summarizing major alternatives for decision makers and providing viable recommendations.

Education

Ph.D., Political Science, Florida State University, 1996

M.S., Political Science, Florida State University, 1993

B.A., Political Science, University of Tampa, 1990

Professional and Business History

Evergreen Solutions, LLC, Executive Vice President, August 2005 – present

MGT of America, Inc., Partner, May 2004–July 2005; Principal, September 2000–April 2004; Senior Associate, November 1999–September 2000; Senior Consultant, April 1999–November 1999; Consultant, 1998–1999; Senior Analyst, May 1998–November 1998

The College of Wooster, Assistant Professor, 1997–1998

Iowa State University, Visiting Scholar, 1995–1997

Florida State University, Research Assistant, 1992–1995

Stinger Systems, Market Analyst, 1990–1992

Selected Relevant Project Experience

Local Government and Public Sector Experience

Project Principal of a Comprehensive Management Review for the City of Fountain, Colorado

Project Principal of a Strategic Planning Study for the City of Fountain, Colorado

Project Principal of a Compensation, Classification, and Benefits Study for Denton County, Texas

Project Principal of a Compensation and Classification Study for the Denton County Fresh Water Supply District, Texas

Project Principal of a Law Enforcement Compensation Study for Travis County, Texas

Project Principal of a Study to Assess and Improve the Information Technology Career Ladder for Travis County, Texas

Project Principal of a Compensation Market Review and Classification Study for the City of Austin, Texas

Project Principal of a Human Resources Management Study for the City of Sunset Valley, Texas

Project Principal of a Compensation Study for the City of Southlake, Texas

Project Principal of a Classification and Compensation Study for the City of Seguin, Texas

Project Principal of a Comprehensive Compensation and Benefits Study for the City of Rowlett, Texas

Project Principal of a Classification and Compensation Study for the City of Pflugerville, Texas

Project Principal of a Pay for Performance Study and Salary Survey for the City of Mont Belvieu, Texas

Project Director of a Compensation and Classification Study for the Town of Little Elm, Texas

Project Principal of a Staffing and Efficiency Study for the Brazos River Authority, Texas

Project Principal of a Compensation and Classification Study for the Brazos River Authority, Texas

Project Principal of a Salary and Benefits Survey for Bexar Metropolitan Water District, Texas

Project Principal of a Classification and Compensation Study and Performance Evaluation System for the City of Santa Fe, New Mexico

Project Principal of a Compensation Study for the City of Carlsbad, New Mexico

Project Principal of a Compensation Study for the Town of Sahuarita, Arizona

Project Principal of a Compensation Analysis for Pinal County, Arizona

Project Principal of an Employee Satisfaction Survey for the Town of Gilbert, Arizona

Team Leader of a Disparity Study for Pima County and the City of Tucson, Arizona

Project Principal of a Classification, Compensation, and Benefits Survey for Kent County Levy Court, Delaware

Project Principal of a Classification Desk Audit for the Tri-County Council for Southern Maryland

Project Director of a Classification and Compensation Study for the City of Gaithersburg, Maryland

Project Director of a Pay and Classification Study for the City of Salisbury, Maryland

Project Director of a Classification and Compensation Study for Gloucester County, Virginia

Project Principal of a Classification and Compensation Study for the City of Rockville, Maryland

Project Principal of a Comprehensive Compensation Study for Allegany County, Maryland

Project Director of a Classification and Compensation Study for Montgomery County, Virginia

Project Principal of a Classification and Compensation Study for the City of Suffolk, Virginia

Project Principal for a Compensation and Classification Study for Southeastern Public Service Authority, Virginia

Project Principal of a Job Analysis and Salary Evaluation of Sheriff's Office Positions for the City of Newport News, Virginia

Project Director of a Classification and Compensation Study for the County of Culpeper, Virginia

Project Principal of a Classification and Compensation Study for Essex County, Virginia

Project Principal of a Pay and Classification Study for the Isle of Wight County, Virginia

Project Director of a Classification and Compensation Study for the Town of Blacksburg, Virginia

Project Principal of a Salary Market Study and Personnel Systems Study for Virginia's Region 2000 Local Government Council

Project Principal of a Salary Comparability Study and Assessment of Pay-for-Performance Systems for the Housing Authority of the City of Winston-Salem, North Carolina

Project Director of a Classification and Compensation Study and Benefits Survey for New Hanover County and New Hanover ABC Board, North Carolina

Assistant Project Director of an Operational Review for the Duplin County Board of County Commissioners, North Carolina

Project Director of a Classification, Compensation, Benefits, and Performance Evaluation Study for the County of Brunswick, North Carolina

Project Consultant of a Performance Audit of Lee County Government, North Carolina

Assistant Project Director of a Performance Audit for the County of Davie, North Carolina

Project Director of a Salary Equity Study for Guilford County, North Carolina

Project Principal of a Comprehensive Classification and Compensation Study for Durham County, North Carolina

Project Principal of Classification and Compensation Study and Benefit Survey for Cape Fear Public Utility Authority, North Carolina

Project Principal of a Compensation and Classification Study for the City of Wilmington Housing Authority, North Carolina

Project Principal of a Classification and Compensation Study for the Richland Library, South Carolina

Project Director of a Compensation Study for the City of Chester, South Carolina

Project Director of a Classification and Compensation Study for the City of Lancaster, South Carolina

Project Principal of a Comprehensive Classification, Compensation, Performance Management, and Benefits Study for the City of Columbia, South Carolina

Project Principal of a Wage and Compensation Study for the Town of Mount Pleasant, South Carolina

Project Principal of a Compensation, Classification, and Performance Appraisal Study for the Spartanburg Housing Authority, South Carolina

Project Principal of a Parity Study for Charleston County, South Carolina

Project Director of a Structural and Compensation Systems Study for Charleston County, South Carolina

Project Principal of a Classification and Compensation Study for the Town of Hilton Head Island, South Carolina

Project Principal of a Compensation and Classification Study for Charleston County Park and Recreation Commission, South Carolina

Project Principal of a Compensation and Classification Study for City of Mauldin, South Carolina

Project Principal of a Wage and Compensation Study for the Town of Mount Pleasant, South Carolina

Project Principal of a Compensation and Classification Study for Charleston County Park and Recreation Commission, South Carolina

Project Director of a Classification and Compensation Study for the Municipal Association of South Carolina

Project Consultant of a Classification and Compensation Study for the Berkeley-Charleston-Dorchester Council of Governments, South Carolina

Project Principal of a Salary Study and Position Descriptions for the Mississippi Regional Housing Authority, No. VII

Project Director of the Development and Monitoring of an Affirmative Action Plan for the District of Columbia Water and Sewer Authority

Project Principal of a Departmental Job Analysis, Classification, and Efficiency Study for Town of Colchester, Vermont

Project Principal of a Compensation Study for the Chittenden County Regional Planning Commission, Vermont

Project Director for Community Visioning and Strategic Planning for the Town of Colchester, Vermont

Project Principal of a Classification and Compensation Study for Rhode Island Housing

Project Principal of a Comprehensive Study of Positions within Pittsburgh City Government for the City of Pittsburgh, Pennsylvania

Project Principal of a Gender and Race Equity Audit for the County of Allegheny, Pennsylvania

Project Director of a Classification and Compensation Study for Sedgwick County, Kansas

Project Principal of a Compensation and Classification Study for Jefferson County, Missouri

Project Principal of a Compensation Study for the City of Lee's Summit, Missouri

Project Principal of a Compensation and Classification Study for the City of Branson, Missouri

Project Principal of an Employee Satisfaction Survey for the City of Columbia, Missouri

Project Principal of a Performance Appraisal System for the City of Columbia, Missouri

Project Principal of a Job Analysis Study of Public Safety Positions for the City of Kalamazoo, Michigan

Project Principal of a Salary Comparability Study for the Springfield Housing Authority, Illinois

Project Director of a Comprehensive Non-Union Pay and Classification Study for the City of Evanston, Illinois

Project Director of a Wage, Salary, and Comparability Study for the Peoria Housing Authority, Illinois

Project Principal of an Employee Classification and Compensation Study, Job Description Appraisals, and Update of Compensation Plan for the Lorain Metropolitan Housing Authority, Ohio

Project Principal of a Market Salary Survey for the Lorain Metropolitan Housing Authority, Ohio

Project Principal of a Compensation and Classification Study for the Central Ohio Transit Authority

Project Principal of an Employee Classification and Compensation Study for Blount County, Tennessee

Project Principal of a Salary Study for Davidson Metropolitan Transit Authority, Tennessee

Project Principal of a Compensation Salary Study Review for Davidson Transit Organization, Tennessee

Project Principal of a Consulting Services for a Job Evaluation/Wage Survey Analysis for the Fort Wayne-Alen Count Airport Authority, Indiana

Project Principal of a Comprehensive Employee Study for the Ft. Pierce Housing Authority, Florida

Project Principal of a Classification and Compensation Study for the Tampa Housing Authority, Florida

Project Director of a Compensation Trends Survey and Benefits Survey for the Tampa Bay Water Authority, Florida

Project Principal of a Compensation Study for the Hillsborough Area Transit Authority, Florida

Project Principal of a Market Salary Survey for the Peace River Manasota Regional Water Supply Authority, Florida

Project Director of a Market Salary Study Update for Manatee County, Florida

Project Principal of a Comprehensive Classification and Compensation Study (IT positions) for Manatee County, Florida

Project Principal of a Compensation, Classification and Performance Management Study for Manatee County, Florida

Project Principal of a Compensation Study and Pay for Performance System for Clay County Sheriff's Office, Florida

Project Principal of a Compensation and Classification Study for the Alachua County Sheriff's Office, Florida

Project Principal of a Compensation and Classification Study for the Martin County Sheriff's Office, Florida

Project Principal of a Salary Survey for Pasco County Sheriff's Office, Florida

Project Principal of a Salary Survey for the Marion County Sheriff's Office, Florida

Project Principal of a Compensation Study for the Nassau County Sheriff's Office, Florida

Project Principal of a Human Resource Audit for the Okaloosa County Sheriff's Office, Florida

Project Principal of a Compensation and Classification Study for WorkNet Pinellas, Florida

Project Principal of a Classification and Compensation Study for the Town of Cutler Bay, Florida

Project Principal of a Pay and Classification Study for Gulf County, Florida

Project Principal of a Classification and Compensation Study for the City of Sunny Isles Beach, Florida

Project Director of Compensation Study for the City of Winter Park, Florida

Project Principal of a Classification and Compensation Study for the City of Sebring, Florida

Project Director of a Compensation and Classification Analysis for the City of Pinecrest, Florida

Project Principal of an Executive Compensation Study for the Health Care District of Palm Beach County, Florida

Project Director of a Market Salary Survey for the Solid Waste Authority of Palm Beach County, Florida

Project Director of a Critical Classification Analysis and an Executive Compensation Analysis for the Health Care District of Palm Beach County, Florida

Project Principal of a Compensation Study for the Manatee County Sheriff's Office, Florida

Project Principal of Compensation and Classification Systems Consulting Services for the Collier County Sheriff's Office, Florida

for the Collier County Sheriff's Office, Florida

Project Principal of a Classification and Compensation Study and Merit Pay System Development for Keys Energy Services, Florida

Project Director of a Salary Analysis for Manatee County Utility, Florida

Project Principal of a Performance Management Study for the Palm Beach County Clerk and Comptroller's Office, Florida

Project Principal of a Salary, Benefit and Position Reclassification Study for the City of Kissimmee, Florida

Project Principal of a Salary and Benefits Study for the City of Ocala, Florida

Project Principal of a Salary, Benefit and Position Reclassification Study for the City of St. Cloud, Florida

Project Principal of a Compensation and Classification Study for the City of Bunnell, Florida

Project Principal of a Compensation Study for the City of Bushnell, Florida

Project Principal of an Executive Compensation Study for the Palm Beach County Health Care District, Florida

Project Principal of a Market Salary Survey for the Peace River Manasota Regional Water Supply Authority, Florida

Project Principal of a Human Resources Performance Review for the City of Cape Coral, Florida

Project Principal of a Compensation and Classification Study for the City of Deltona, Florida

Project Principal of a Performance Improvement Training and Study for the City of Destin, Florida

Project Director of a Comprehensive Compensation and Classification Study for the City of Panama City, Florida

Project Principal of a Pay and Classification Study for the City of Fort Walton Beach, Florida

Project Principal of a Classification, Compensation, and Staffing Study for the City of Lake City, Florida

Project Director of a Comprehensive Compensation and Benefits Analysis for the City of Bartow, Florida

Project Principal of a Compensation Survey for the City of Tamarac, Florida

Project Principal of a Compensation and Classification Study for the City of Delray Beach, Florida

Project Principal of a Compensation Study for the City of Key West, Florida

Project Principal of a Salary Survey for the City of Kissimmee, Florida

Project Principal of a Compensation Study for the Town of Juno Beach, Florida

Project Director of a Job Analysis and Description Development for the Town of Palm Beach, Florida

Project Director of a Classification, Compensation, and Benefits Study for the City of Palm Beach Gardens, Florida

Project Director of a Compensation Study for the City of Hollywood, Florida

Project Principal of a Classification and Compensation Study for the City of Sarasota, Florida

Project Principal of a Compensation Study for Sarasota County, Florida

Project Principal of a Staffing, Compensation and Classification Study for the Town of Ponce Inlet, Florida

Project Principal of a Classification, Compensation, and Benefits Study for the Town of Jupiter, Florida

Project Principal of a Classification and Compensation Study for the Village of Islamorada, Florida

Project Principal of a Compensation, Classification, and Value Engineering Analysis for City of Doral, Florida

Project Principal of a Police Force Compensation and Benefits Study for the City of Doral, Florida

Project Principal of a Compensation and Classification Study for the City of Cocoa, Florida

Project Principal of a Classification and Compensation Study for the Health Care District of Palm Beach County, Florida

Project Principal of an Organizational Review for the Health Care District of Palm Beach County, Florida

Project Principal of a Strategic Planning Study for the Health Care District of Palm Beach County, Florida

Project Principal of a Merit Based Performance Management System for the Health Care District of Palm Beach County, Florida

Project Principal of an Employee Engagement Study for the Health Care District of Palm Beach County, Florida

Project Principal of a Compensation Study for Glades General Hospital, Florida

Project Principal of a Compensation Market Analysis for the St. Johns River Water Management District, Florida

Project Principal of a Total Compensation Study for the Southwest Florida Water Management District

Project Principal of a Salary, Benefit and Position Reclassification Study for the Toho Water Authority, Florida

Project Principal of a Pay and Classification Study for Tampa Bay Water, Florida

Project Principal of a Position and Compensation Study for the Florida Keys Aqueduct Authority

Project Principal of a Software Training Services for Seminole County, Florida

Project Principal of a Compensation and Classification Study for Seminole County, Florida

Project Principal of a Compensation and Benefits Study for Seminole County, Florida

Project Principal of a Performance Management Study for Seminole County, Florida

Project Principal of a Compensation and Classification Study for Gadsden County, Florida

Project Principal of Compensation and Classification Study Services for Monroe County, Florida

Project Principal of a Market Salary Survey for Charlotte County, Florida

Project Principal of a Comprehensive Classification and Compensation Study for Bay County, Florida

Project Principal of a Classification and Performance Management System Review for Citrus County, Florida

Project Director of Management Consulting Services for Osceola County, Florida

Project Principal of a Compensation Study for Osceola County, Florida

Project Principal of a Compensation Survey for Miami-Dade County, Florida

Project Principal of an Employee Total Compensation Study for the Loxahatchee River District, Florida

Project Principal of a Benefits Study for the Lakewood Ranch Inter-District Authority, Florida

Project Principal of a Compensation and Classification Study for the Orlando-Orange County Expressway Authority, Florida

Project Principal of an Emergency Management Operations Survey for the City of Orlando, Florida

Project Principal of a Compensation and Classification Study for the City of Fairhope, Alabama

Project Principal of a Compensation Study for the Alabama League of Cities

Project Principal of a Compensation and Benefits Survey for Forsyth County, Georgia

Project Principal of a Comprehensive Classification and Compensation Study and Staffing Analysis of Police Department for the City of Garden City, Georgia

Project Principal of a Compensation Analysis for the City of Alpharetta, Georgia

Project Principal of an Employee Classification and Compensation Study for the City of Savannah, Georgia

Project Principal of a Classification and Compensation Study and Analysis for the City of Douglasville, Georgia

Project Principal of Pay for Performance Appraisal Consultant Services Project for the City of Riverdale, Georgia

Project Principal of a Classification and Compensation Study for the City of Kingsland, Georgia

Education Experience

Project Director of a Classification and Compensation Study for the Lone Star College System, Texas

Project Principal of a Job Classification and Compensation Study for El Paso Community College District, Texas

Project Principal of a Salary Study for Sul Ross State University, Texas

Project Director of a Compensation and Classification Study for the Tarrant County College District, Texas

Project Principal of a Non-Faculty Compensation Review for Austin Community College, Texas

Project Principal of a Compensation Study for South Texas College

Project Director of Classification and Compensation Advisory Services for Maricopa County Community College District, Arizona

Project Principal of a Job Audit Services Study for Gadsden Independent School District, New Mexico

Project Principal of a Human Resources Pay and Classification Study for Albuquerque Public Schools, New Mexico

Project Director for a Compensation Study for the New Mexico Military Institute

Project Director of a Compensation Review for Clark College, Washington

Team Leader for the Human Resources component of a Comprehensive Management Study and a Strategic Planning Study for the Los Angeles Unified School District, California

Project Principal of a Compensation Study for Florida Virtual School

Project Principal of a Compensation and Classification Study for Edison State College, Florida

Project Principal of a Compensation and Classification Study for Palm Beach State College, Florida

Project Principal of a Performance Management Study for Seminole State College, Florida

Project Principal of Compensation Consulting Services for the State College of Florida – Sarasota-Manatee

Team Leader of Information Technology Supplemental Staffing Services for Hillsborough County Public Schools, Florida

Project Principal of a Compensation and Classification Study for Brevard County Schools, Florida

Project Principal of a Position Classification Study of St. Lucie County Schools, Florida

Team Leader for the Human Resources Review of an Administrative Study of the Monroe County School District, Florida

Project Director for a Compensation and Classification Study for Tuscaloosa City Schools, Alabama

Project Principal for a Compensation and Classification Study for Douglas County School System, Georgia

Project Principal of a Compensation and Classification Study for Atlanta Public Schools, Georgia

Project Principal of a Superintendent Salary Review for Atlanta Public Schools, Georgia

Project Principal of a Salary Study for Atlanta Metropolitan College, Georgia

Project Principal of a Compensation and Classification Study for Sumter County Schools, Georgia

Project Principal of a Job Classification and Compensation Study for Chesapeake College, Maryland

Project Principal of a Position Description Review and Salary Comparison Analysis for Purchase College, State University of New York

Project Principal of a Market Salary Survey for Missouri Western State University, Missouri

Project Principal of a Classification and Compensation Plan for Non-Faculty Positions and Non-Exempt Positions for Missouri Southern State University, Missouri

Project Director of an Employee Classification and Compensation Study for McHenry County College, Illinois

Project Director of a Performance Management Study for Morehead State University, Kentucky

Project Director of an Employee Classification and Compensation Analysis for Manassas City Public Schools, Virginia

Project Principal of a Compensation Study for the York County School Division, Virginia

Project Principal of a Classification and Compensation Study for Culpeper County Public Schools, Virginia

Project Director of a Salary Scale Study for Loudoun County Public Schools, Virginia

Project Principal of a Classification and Compensation Study for Williamsburg-James City County Public Schools, Virginia

Project Principal of a Compensation Study for Montgomery County Public Schools, Virginia

Project Principal of a Classification and Compensation Study for Clarke County Public Schools, Virginia

Project Principal of a Pay Plan Study for Salem City Schools, Virginia

Project Principal of a Classification and Compensation Study for Lutheran Family Services of Virginia, Inc

Project Director of a School Efficiency Review for the City of Martinsville Schools, Virginia

Project Consultant of an Efficiency Review for Stafford County Public Schools, Virginia

Project Principal of a Compensation and Classification Study for Suffolk Public Schools, Virginia

Project Principal of a Classification and Compensation Plan Update for Suffolk Public Schools, Virginia

Team Leader for Human Resources on School Efficiency Reviews for Covington City and Alleghany County Public School Divisions, Virginia

Project Principal of a Classification and Compensation Study for Richland County School District One, South Carolina

Project Principal of a Compensation and Staffing Study for Pickens County School District, South Carolina

Assistant Project Director of a Financial Review of Davie County Public Schools, North Carolina

Project Consultant of a Financial Review of Lee County Public Schools, North Carolina

Assistant Project Director of a Classified Employment Study for Chapel Hill-Carrboro City Schools, North Carolina

Project Director of a Compensation and Classification Study for Wake Technical Community College, North Carolina

Project Consultant of a School District Operations and Staffing Study for Needham Public Schools, Massachusetts

Project Consultant of an Organizational, Effectiveness, and Efficiency Study for Manchester Public Schools, Connecticut

Project Principal of a Compensation and Classification Study for the Liberty County School District No. 53, Missouri

Team Leader for Technology in a Management Curriculum Audit of the Guam Public School System

Team Leader for an Organizational and Operational Review of Philadelphia Public Schools, Pennsylvania

Project Director of a Comprehensive Compensation, Classification, and Organization Design and Structure Study for Portland Public Schools, Maine

State Government Experience

Project Principal of a Comprehensive Human Resources Operations and Process Review Summary for the Nebraska Department of Health and Human Services

Team Leader of an Evaluation of the Implementation of the Race to the Top Grant for the Florida Department of Education.

Project Principal of a Business Case Analysis for the Florida Department of Veteran Affairs

Project Principal of a Child Care Inspection Assessment for the Florida Department of Children and Families

Project Principal of an Affirmative Action Planning Project for the Department of Management Services, Florida

Project Principal of an Information Technology Change Management Study for the Florida Department of Business and Professional Regulation

Project Principal of a Compensation and Classification Study for the Florida State Board of Administration, Florida

Project Principal of a Human Resources Best Practices Study for the Florida Department of Management Services

Project Principal of a Statewide Human Resources Strategic Plan project for the Florida Department of Management Services

Team Leader of a Disparity Study for the State of Alaska

Team Leader of a Disparity Study for the State of Montana

Team Leader of a Disparity Study for the State of Colorado

Other Experience

Project Principal of a Human Resources Audit for the Association for Institutional Research

Project Principal of an IT Strategic Plan for the Florida Association of Counties

Project Principal of a Compensation Study for the Florida Association of Counties

Project Principal of a Human Resources Consulting Services Study for the FACC Services Group, Florida

Project Principal of a Rate Competitiveness Assessment Study for the Florida Association of Court Clerks (FACC)

Project Principal of a Compensation and Classification Analysis for FACC

Project Director of a Pay Plan Market Value Study for the Florida Board of Bar Examiners

Project Principal of a Business Model Assessment for the Florida Institute of Certified Public Accountants, Florida

Project Principal of the Collection and Analysis of Market Data for the Confidential Office Personnel Association

Project Principal of a Compensation and Classification Study for the Florida League of Cities

Project Principal of a Compensation Study for the Florida League of Cities

Project Principal of an Organizational Review for Florida Prepaid College Fund

Project Principal of a Compensation Study for the Florida Association of Counties

Project Principal of a Compensation and Classification Study for Community Action Stops Abuse (CASA), a non-profit organization dealing with domestic violence issues

Project Principal of a Pay, Compensation, and Classification Study for Community Action Stops Abuse, Florida
Employee Training to the City of Tallahassee, Florida for *Doing More with Less, Emotional Intelligence, and Goal Setting*

Employee Training for the City of Destin, Florida for *How to Conduct an Environmental Scan and Strategic Planning Facilitation*

Presentations

American Political Science Association
International Personnel Management Association
Florida State Personnel Association
Florida Professional Association for Human Resources
Florida Public Human Resources Association, Inc
National Association of State Personnel Executives
Florida Government Technology Conference
Florida Government Information Services Association
Georgia Board of Health Conference
National Association of Workforce Boards
Kansas Public Personnel Conference
Texas County Leadership Institute
Workforce Planning for the 21st Century

Adrienne Johnston

Project Director

Evergreen Solutions, LLC

Education

Florida State University, Masters of Science in Applied Economics, Tallahassee, FL

Florida State University, Bachelor of Science in Economics and Political Science, Tallahassee, FL (Honors, Cum Laude)

Professional and Business History

Evergreen Solutions, LLC, Manager, February 2014 - Present

Project Director of a Comprehensive Compensation and Benefits Study for the City of Rowlett, Texas

Project Director of a Classification and Compensation Study for City of Seguin, Texas

Project Director of a Pay for Performance Study and Salary Survey for the City of Mont Belvieu, Texas

Project Consultant of a Compensation and Classification Study for the Brazos River Authority, Texas

Project Director of a Non-Faculty Compensation Review for Austin Community College, Texas

Project Director of of a Job Classification and Compensation Study for El Paso Community College District, Texas

Project Director of a Compensation Study for the Town of Sahuarita, Arizona

Project Director of a Pay, Compensation, and Classification Study for Community Action Stops Abuse, Florida

Project Consultant of a Market Salary Survey for the Solid Waste Authority of Palm Beach County, Florida

Project Director of a Benefits Study for the Lakewood Ranch Inter-District Authority, Florida

Project Director of a Compensation Study for the City of Key West, Florida

Project Director of a Salary Survey for the City of Kissimmee, Florida

Project Consultant of a Comprehensive Classification and Compensation Study (IT positions) for Manatee County, Florida

Project Director of a Compensation Survey for Miami-Dade County, Florida

Project Director of a Compensation Study for the City of North Miami Beach, Florida

Project Director of a Compensation Study for Osceola County, Florida

Project Director of a Salary and Benefits Survey for the City of St. Cloud, Florida

Project Director of a Compensation Study for Sarasota County, Florida

Project Director of a Salary Survey for Pasco County Sheriff's Office, Florida

Project Director of a Salary and Benefits Review for Hernando County, Florida

Project Director of a Pay and Classification Study for the City of Doral, Florida

Project Director of a Classification and Compensation Study for the City of Sarasota, Florida

Project Director of a Classification and Compensation Study for the City of Sebring, Florida

Project Director of a Pay and Classification Study for Gulf County, Florida

Project Director of Compensation and Classification Systems Consulting Services for the Collier County Sheriff's Office, Florida

Project Director of a Compensation Market Analysis for the St. Johns River Water Management District, Florida

Project Director of a Salary Study for the State Employees Association of North Carolina

Project Director of a Classification, Compensation, and Benefits Survey for Kent County Levy Court, Delaware

Project Consultant of a Classification and Compensation Study for the Town of Blacksburg, Virginia

Project Director of a Compensation Salary Study Review for Davidson Transit Organization, Tennessee

Project Consultant of a Compensation Study for the Alabama League of Cities

Brandt Information Services, Director, Labor Market Research/ Agile Project Manager, October 2011 – present; Project Manager, May 2010 – October 2011; Research and Data Analyst, February 2010 – May 2010

Managed the performance of a team of approximately 50 labor market survey specialists, six supervisors and two operations managers.

Resolved issues with survey questions, methodology, data integrity and client satisfaction of the labor market survey team.

Wrote and edited grant applications and labor market analysis reports.

Re-engineered the base architecture and framework used to create customized computer assisted telephone interviewing solutions used for each survey project. The framework includes integrated modules for returned survey form processing, web data collection, edit reconciliation, address refinement, help desk services and nonresponse prompting.

Developed estimates of job vacancies, green jobs and benefits based on probability-based sample data.

Served as Scrum Master for a team of five developers dedicated to providing custom solutions for operations process improvement.

Served as the Project Manager for the Bureau of Labor Statistics Job Openings and Labor Turnover Survey (JOLTS) data collection center.

Responsible for coding, sorting, and classification of regularly transmitted reports, insuring data consistency, accuracy of coding, and customization to client requirements.

Managed regular calls and updates on the status of various surveys and their progress relative to client goals.

Provided survey liaison and coordination with states and the U.S. Bureau of Labor Statistics.

Managed the performance of a team of approximately 50 Labor Market survey specialists.

Developed automated solution integrated with the data collection system to produce survey estimates, including atypification.

Assisted managing the performance of a team of approximately 20 Labor Market survey specialists.

Developed key performance indicators and quality measures for monitoring survey team performance.

Determined requirements for Computer Assisted Telephone Interview system.

Analyzed survey data to ensure accuracy and data integrity.

Economic Research Services, Inc., Research Associate, September 2008 – January 2010

Processed excel files and created analysis files, researched and analyzed data to prepare for statistical analyses.

Performed statistical analysis of client history, applicant and reduction in force (RIF) data using Unix SAS programming.

Built tables and charts in EXCEL to report statistical findings to clients.

Researched census and occupation data, including coding occupations by the SOC system and geographic labor pool assignments.

Developed templates and macros in EXCEL in order to produce large quantities of tables efficiently.

Assisted Senior Economist with writing and preparing reports for deposition and presentations.

Florida State University, Department of Economics, Research Assistant, January 2008 – August 2008

Assisted in research concerning child support guidelines for the state of Florida.

Located and organized data from all states using the internet and compiled information into spreadsheets.

Wrote summary reports concerning recent changes in each state's guidelines.

**Certified
Scrum Master,
Agile Alliance**

2013 – July 2015 (License 000270037)

Nancy B. Berkley, SPHR

Project Consultant

Evergreen Solutions, LLC

Ms. Berkley has 30 years HR experience demonstrating knowledge of multiple human resources (HR) disciplines including, recruiting and staffing, workforce planning and retention, on-boarding, compensation and benefits, employee and labor relations, employee leave administration, voluntary and in-voluntary employee separations, performance management, employee surveys, organizational design and development, organization effectiveness, employee learning, training, and development, employee records administration and retention, and awards and recognition programs. She has consistently enhanced organizational capability by integrating HR with strategic business planning, development and assessment. She has provided individualized executive coaching and led HR team development and high performance teams. She has led corporate change initiatives and built talent-rich organizations by strengthening people and integrating processes and has directed human resources in high-volume, transactional service organizations and high-level, consulting organizations. She has excellent conflict resolution, negotiation, and influencing skills.

Education

Bachelor's Degree in Psychology, Florida State University

Certifications / Memberships

SPHR (1997); Member, Society of Human Resources Management

Professional and Business History

Manager, Evergreen Solutions, Tallahassee, FL, January 2013 to Present

Assistant Project Director of a Classification and Compensation Study for the Town of Little Elm, Texas

Project Director of a Comprehensive Compensation and Benefits Study for the City of Rowlett, Texas

Project Director of a Classification and Compensation Study for the City of Pflugerville, Texas

Project Consultant of a Classification and Compensation Study for the Lone Star College System, Texas

Project Director of a Job Classification and Compensation Study for El Paso Community College District, Texas

Project Consultant of a Compensation Study for South Texas College

Project Consultant of a Non-Faculty Compensation Review for Austin Community College, Texas

Project Consultant of Classification and Compensation Advisory Services for Maricopa County Community College District, Arizona

Project Director of a Compensation Analysis for Pinal County, Arizona

Project Director of a Position and Compensation Study for the Florida Keys Aqueduct Authority

Project Consultant of a Salary Survey for the City of Dania Beach, Florida

Project Director of a Classification, Compensation, and Benefits Study for the Town of Jupiter, Florida

Project Director of a Classification and Compensation Study for the Town of Cutler Bay, Florida

Assistant Project Director of a Comprehensive Compensation and Classification Study for the City of Panama City, Florida

Project Director of a Comprehensive Compensation and Classification Study for the City of Panama City Beach, Florida

Project Director of a Compensation and Classification Study for the City of Cocoa, Florida

Project Director of a Pay and Classification Study for the City of Fort Walton Beach, Florida

Project Consultant for the Collection and Analysis of Market Data for the Confidential Office Personnel Association, Florida

Assistant Project Director of a Compensation and Classification Study for Miami Shores Village, Florida

Project Consultant for Compensation Consulting Services for the State College of FL – Sarasota-Manatee

Assistant Project Director of a Pay Plan Market Value Study for the Florida Board of Bar Examiners

Project Consultant of Human Resources Consulting Services for the Orange County Library System, Florida

Project Director of a Compensation and Classification Study for Highlands County, Florida

Project Consultant of a Compensation Study for the Village of North Palm Beach, Florida

Assistant Project Director of a Compensation Study for the City of Hollywood, Florida

Project Consultant of Compensation and Classification Study Services for Monroe County, Florida

Project Director of a Compensation Analysis for the City of Alpharetta, Georgia

Project Director of a Classification and Compensation Study and Analysis for the City of Douglasville, Georgia

Project Director of an Employee Classification and Compensation Study for the City of Savannah, Georgia

Project Director of a Comprehensive Classification and Compensation Study and Staffing Analysis of Police Department for the City of Garden City, Georgia

Project Director of a Compensation and Benefits Survey for Forsyth County, Georgia

Project Consultant of a Classification and Compensation Study for the Town of Hilton Head Island, South Carolina

Project Director of a Comprehensive Classification, Compensation, Performance Management, and Benefits Study for the City of Columbia, South Carolina

Project Director of a Classification and Compensation Study for the Richland Library, South Carolina

Project Director of a Classification and Compensation Study for the City of Rockville, Maryland

Project Consultant of a Job Classification and Compensation Study for Chesapeake College, Maryland

Project Director of a Pay and Classification Study for the Isle of Wight County, Virginia

Project Consultant of a Classification and Compensation Study for Gloucester County, Virginia

Project Director of a Classification and Compensation Study for Essex County, Virginia

Project Consultant of a Compensation and Classification Study for Montgomery County, Virginia

Project Consultant of a Salary Scale Study for Loudoun County Public Schools, Virginia

Project Consultant of a Compensation Study for the York County School Division, Virginia

Project Consultant of a Classification and Compensation Study for Culpeper County Public Schools, Virginia

Project Consultant of a Classification and Compensation Study for the Town of Blacksburg, Virginia

Project Consultant of a Salary Market Study and Personnel Systems Study for Virginia's Region 2000 Local Government Council

Project Consultant of a Classified Employment Study for Chapel Hill-Carrboro City Schools, North Carolina

Assistant Project Director of a Salary Equity Study for Guilford County, North Carolina

Project Consultant of a Classification and Compensation Study and Benefits Survey for New Hanover County and New Hanover ABC Board, North Carolina

Project Consultant of a Performance Management Review for Morehead State University, Kentucky

Project Consultant of a Classification and Compensation Study for Sedgwick County, Kansas

Project Director of a Wage and Benefit Study for Ellis County, Kansas

Project Director of a Compensation and Classification Study for the Central Ohio Transit Authority

Project Consultant of a Comprehensive Non-Union Pay and Classification Study for the City of Evanston, Illinois

Project Director of a Classification and Compensation Study for Blount County, Tennessee

Assistant Project Director of a Compensation and Classification Study for Tuscaloosa City Schools, Alabama

Project Consultant of a Comprehensive Compensation, Classification, and Organizational Design and Structure Study for Portland Public Schools, Maine

Project Consultant of a Compensation and Classification Study for the Liberty County School District No. 53, Missouri

HR Director, Children's Home Society of Florida, Tallahassee, FL, June 2010-February 2012

Directed all human resources field operations for a region in Florida while ensuring efficient delivery of human resources support to include new hire orientation, staffing, workforce management, performance management, associate relations, supervisory training,

and executive coaching. Built strong relationships with executive leaders and local management to provide superior, business specific human resources support. Investigated complex employee relation issues and recommended positive resolutions, followed by zero employee actions taken outside the agency.

Consultant & Healthcare Advocate, Health First Aging Institute, Merritt Island, FL, February 2009-May 2010

Developed strategy for corporate effort to increase resources for employee and community caregivers of the elderly; based on feedback from facilitated caregiver focus groups. Served as an advocate, managing health, financial, and legal matters on specific case-by-case basis for adults suffering from dementia. (Provided in-home, 24/7 care for elderly parents during this period.)

District HR Manager, The Home Depot, Lake Wales, FL, February 2007-Aug 2008

Managed, administered, and provided day-to-day human resources services for a store. Influenced positive associate relations in a store that was experiencing low morale and numerous employee issues. Actively led strategies and modeled behavior to create an environment that rewarded and recognized individual and team success. Promoted to district manager for associate relations supporting eight-store district. Facilitated fair and consistent resolution of employee concerns across the district. Coached store leaders on effective staff management, motivation, and retention, and designed a district-wide process to improve associate attendance and engagement.

Diversity Program Manager/Senior HR Business Partner, Rockwell Collins, Cedar Rapids, IA, Oct 2005-February 2007

Strategically partnered with engineering business leaders in providing advice and guidance on HR policies, administration, organization design, change management, and team development. Trusted to design specific approach to increase teamwork in high tech leader group. Selected as corporate Diversity Program Manager to plan diversity program strategy and educate management on Equal Employment Opportunity (EEO) and Affirmative Action Plan (AAP) plans, programs, and areas for improvement. Successfully developed EEO training program for leaders across the company.

HR Senior Manager/Employee Involvement Program Manager, The Boeing Company, Kennedy Space Center, FL, July 1996-September 2005

Directed post-acquisition integration of human resources activities following McDonnell Douglas merger with Boeing. Selected to integrate six organization's human resources staff, policies, processes and practices. Recognized by senior leaders for forward thinking, flexible, integrated approach to developing teams of generalists and specialists responsible for staffing, on boarding,

development, performance management, succession planning, and total compensation. Selected to utilize broadly defined employee involvement strategies to construct viable, business specific approach for Boeing employees at the Kennedy Space Center (~3000 employees.) Recognized by site leaders for facilitating a cultural shift to team-based program environment. Consulted with Boeing Leadership Center as a member of the corporate learning council. Managed various human resources and learning budgets of approximately \$1M+.

HR Senior Manager, McDonnell Douglas Corporation, Kennedy Space Center, FL, December 1980-July 1996

Progressed through increasingly responsible positions as human resources expert and business partner supporting business goals while managing teams, programs, and human resources information systems (HRIS.) Designed, implemented, and monitored the company's first job posting program. Procured and administered an applicant tracking system, and gained autonomous HRIS capability for unique business needs. Designed monitoring system for Affirmative Action Program (AAP) goal efforts. Created recruitment strategies that increased representation of women and minorities.

Key Achievements, Responsibilities

- Designed and implemented a shared service, centralized virtual staffing organization for statewide agency, increasing efficiency of staffing function for hiring managers.
- Analyzed and responded to employee relation trends; positively influenced work environments reducing employee complaints by ~90 percent.
- Consulted with senior leaders and successfully led project teams to develop new policies, programs and tools; including total revision and communication of a company's HR policies and practices to be in accordance with state and federal laws.
- Created HR metrics reviews utilizing business goals and human resources information systems data; set improvement goals and developed action plans for unique business requirements.
- Designed succession and development plans for high tech engineering leaders, and multi-level business units; compiling all data for senior executive delivery and review.
- Developed and implemented Employee Involvement (EI) (Engagement) strategy; measured its success, and applied EI tools with Lean manufacturing processes to facilitate objective results.
- Conceptualized and implemented complex workforce reduction plans; then redeployed ~50 percent of the affected employees.

-
- Integrated three training groups into one cohesive team; concept was replicated in other business units.
 - Participated on Boeing company-wide learning council; provided unique perspective of a location site with multiple operating business units with different or competing needs.
 - Represented companies in state and federal agency reviews, e.g. Office of Federal Contract Compliance Program (OFCCP) reviews, Equal Employment Opportunity Commission (EEOC) charges, workers compensation charges, and unemployment compensation claims.
 - Participated on company labor negotiations teams and interpreted and implemented contract language for work performed on service contracts.

Hongwei Chen

Project Consultant

Evergreen Solutions, LLC

Education

Georgia Institute of Technology, Master of Science in Quantitative and Computational Finance, Atlanta, Georgia 2013

University of Michigan, Bachelor of Arts in Economics and Music, Ann Arbor, Michigan 2009 (Honors 2008 and 2009)

Professional and Business History

Evergreen Solutions, LLC, Consultant, September 2014 to present

Project Consultant of a Job Classification and Compensation Study for El Paso Community College District, Texas

Project Consultant of a Non-Faculty Compensation Review for Austin Community College, Texas

Project Consultant of a Compensation Study for South Texas College

Project Consultant of a Classification and Compensation Study for the City of Seguin, Texas

Project Consultant a Compensation Study for the New Mexico Military Institute

Project Consultant of a Compensation Study for the Town of Sahuarita, Arizona

Project Consultant of a Compensation Review for Clark College, Washington

Project Consultant of a Classification, Compensation, and Benefits Survey for Kent County Levy Court, Delaware

Project Consultant of a Compensation and Classification Study for Wake Technical Community College, North Carolina

Project Consultant of a Compensation and Classification Study for Highlands County, Florida

Project Consultant of a Compensation and Classification Study for Charlotte County, Florida

Project Consultant of a Market Salary Survey for St. Johns River Water Management District, Florida

Project Consultant of a Classification and Compensation Study for the City of Sarasota, Florida

Project Consultant of a Compensation Study for Sarasota County, Florida

Project Consultant of a Compensation Study for the City of North Miami Beach, Florida

Project Consultant of a Salary and Benefits Survey for the City of St. Cloud, Florida

Project Consultant of a Pay and Classification Study for the City of Doral, Florida

Project Consultant of a Pay, Classification and Compensation Study for Community Action Stops Abuse, Florida

Florida Department of Economic Opportunity, Tallahassee, Florida, Senior Analyst for Strategic Business Division, August 2013 - September 2014.

Analyzed credit risk and impact of businesses that were interested in locating/expanding in Florida.

Built economic impact models to show 10-year impact on Florida state economy.

Recommended to agency which businesses should be offered incentives based on findings.

Duke University, Talent Identification Program, Davidson, North Carolina, Instructor for Engineering Problem Solving, June 2013

Georgia Institute of Technology, Atlanta, Georgia, Data Analyst for Center for Academic Enrichment, January 2013–June 2013

Analyzed data for undergraduate research programs and freshman courses to improve their effectiveness and receive more funding.

Prepared annual reports presenting data analysis of Center for Academic Enrichment.

Internal Revenue Service, Office of Chief Counsel, Cincinnati, Ohio, Paralegal Specialist, June 2009–July 2011

Developed docketed Tax Court cases, worked with taxpayers and their representatives to settle cases when appropriate, researched legal issues, prepared routine motions, answers, pre-trial memos, stipulation of facts, assisted in trial.

Eastman Kodak Company, Rochester, New York, Business Intelligence Intern, June 2008–August 2008; Marketing and Finance Intern, June 2007–August 2007

Calculated accrual data for clients, for tracking reimbursements.

Performed financial analysis for client machine usage data, using Microsoft Excel, Access, SAP.

Calculated quarterly reimbursements for Advantage Plan Program.

**Awards /
Accomplishments**

Honored with *Quick Hit Award* for trial work (May 2010)

Taught literacy skills through America Reads, to students grades K-3 in low-income schools

Performed in University of Michigan Women's Glee Club

Michael Misrahi

Project Consultant

Evergreen Solutions, LLC

Education

MBA, Florida State University, 2014

Bachelors of Art in History, minor in German, Florida State University
December 2011

Professional and Business Experience

Evergreen Solutions, LLC, Analyst

Project Consultant of a Classification and Compensation Study and
Analysis for the Brazos River Authority, Texas

Project Consultant of a Pay for Performance Study and Salary Survey
for the City of Mont Belvieu, Texas

Project Consultant of a Classification and Compensation Study for the
City of Pflugerville, Texas

Project Consultant of a Classification and Compensation Study for the
City of Seguin, Texas

Project Consultant of a Comprehensive Compensation and Benefits
Study for the City of Rowlett, Texas

Project Consultant of a Job Classification and Compensation Study for
El Paso Community College District, Texas

Project Consultant of a Non-Faculty Compensation Review for Austin
Community College, Texas

Project Consultant a Compensation Study for Town of Sahuarita,
Arizona

Project Consultant of a Classification, Compensation, and Benefits
Survey for Kent County Levy Court, Delaware

Project Consultant of a Salary Survey for the State Employees
Association of North Carolina (SEANC)

Project Consultant of a Classification and Compensation Study for the
City of Greer, South Carolina

Project Consultant of a Pay, Compensation, and Classification Study
for Community Action Stops Abuse, Florida

Project Consultant of a Salary and Benefits Review for Hernando County, Florida

Project Consultant of a Compensation Survey for Miami-Dade County, Florida

Project Consultant of a Compensation Study for Osceola County, Florida

Project Consultant of a Pay and Classification Study for Gulf County, Florida

Project Consultant of a Compensation Study for Sarasota County, Florida

Project Consultant of a Salary Survey for the City of Kissimmee, Florida

Project Consultant of a Salary and Benefits Survey for the City of St. Cloud, Florida

Project Consultant of a Pay and Classification Study for the City of Doral, Florida

Project Consultant of a Classification and Compensation Study for the City of Sebring, Florida

Project Consultant of a Compensation Study for the City of North Miami Beach, Florida

Project Consultant of a Pay and Classification Study for Bay County, Florida

Project Consultant of a Classification and Benefits Study for the City of Key West, Florida

Project Consultant of a Classification and Compensation Study for City of Sarasota, Florida

Project Consultant of a Market Salary Survey for the St. Johns River Water Management District, Florida

Project Consultant of a Classification and Compensation Study and Analysis for the City of Douglasville, Georgia

Project Consultant of a Compensation Salary Study Review for Davidson Transit Organization, Tennessee

Florida State University

Research Assistant, May 2013 to April 2014

- Performed independent research and processing of raw figures to determine correlations

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:

Earned Revenue and Expenditures, January, 201~~4~~⁵
Check Register for the Month of February, 2015
Expenditures through Electronic Benefit Transfers, February, 2015
County Allocation / MOE Report, JAN-15
Balance Sheet, January, 201~~4~~⁵

Caseload Report, February 2015

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



Carol Friedrich, March 25, 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, March 25, 2015

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

ASSETS:

CASH:

101.1000	CASH - GENERAL	56,927.34	
101.2000	CASH - IV-E RESERVES	0.00	
101.3000	CASH - PARENTAL FEES	988.00	
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	<u>205,799.25</u>	205,799.25

DUE TO DUE FROM

132.4200	DTDF - TANF	3,544.42	
132.2300	DTDF - CHILD CARE	1,101.36	
132.2500	DTDF - CORE	(68.00)	
132.1210	DTDF - CHILD WELFARE	33,230.98	
132.M100	DTDF - AUDIT ADJUSTMENT	13,211.36	
132.7000	DTDF - ADMIN	20,192.15	
132.4011	DTDF - NON ALLOCATED ADMIN	(12.33)	
132.1010	DTDF - ADULT PROTECTION	2,816.40	
132.8000	DTDF - CHILD SUPPORT	43.00	
132.6300	DTDF - FA JOB SEARCH	760.86	
132.5000	DTDF - LEAP	328.50	
132.4800	DTDF - AND	(188.73)	
132.4600	DTDF - HOME CARE ALLOWANCE	0.00	
132.4050	DTDF - OAP ADMIN	709.10	
132.9700	DTDF - TANF WORK PARTICIPATION	0.00	
132.8500	DTDF - TANF COLLECTIONS	10.00	
132.1296	DTDF - FA COLLECTIONS	0.00	
132.9800	DTDF - COST ALLOCATION	0.42	
132.9430	DTDF - STATE INCENTIVES	0.00	
132.9450	DTDF - FEDERAL INCENTIVES	0.00	
132.0000	DTDF - ADVANCES	(9,635.00)	
132.1296	DTDF - CW DISCRETIONARY GRANT	1,049.96	
132.1590	DTDF - PARENTAL FEE	0.00	
132.2752	DTDF - PSSF	51.84	
	TOTAL DUE TO DUE FROM	<u>67,146.29</u>	67,146.29

FIXED ASSETS

TOTAL ASSETS

18,749.00	
<u>18,749.00</u>	
<u>291,694.54</u>	

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	(988.00)
220.6000	DEFERRED REVENUE - CSBG	0.00
220.4381	DEFERRED REVENUE - CBMS	0.00
220.7000	A/P - INDIRECT COST ALLOCATION	0.00
220.8200	DEFERRED REVENUE IV-D FED INC	0.00
221.1000	SUSPENSE - MISC	(2,801.83)
221.2000	SUSPENSE - MT	0.00
221.4000	SUSPENSE - TEFAP	0.00
		<hr/>
	TOTAL LIABILITIES	(150,463.74)

RESERVE:

	FUND BALANCE AS OF 01/31/15	(122,481.80)
	RESERVE FOR FIXED ASSETS	<hr/> (18,749.00)
	TOTAL RESERVE	<hr/> (141,230.80)
	TOTAL LIABILITIES AND RESERVE	<hr/> <hr/> (291,694.54)

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

	REVISED BUDGET	YTD REVENUES EARNED	% OF REVENUES COLLECTED
CURRENT PROPERTY TAX	111,799.00	4,396.28	4%
SPECIFIC OWNERSHIP	4,000.00	451.55	11%
DELINQUENT & INTEREST	150.00	0.00	0%
 COLORADO WORKS			
ADMIN	34,400.00	4,171.94	12%
GRANTS	32,000.00	3,272.48	10%
 CHILD CARE			
ADMIN	6,400.00	1,457.24	23%
CLIENT BENEFITS	24,000.00	1,372.43	6%
 CHILD WELFARE			
CHILD WELFARE 80/20	188,000.00	39,258.86	21%
CHILD WELFARE 100%	10,000.00	276.81	3%
 CW - DISCRETIONARY GRANT		1,049.96	
PSSF		51.84	
 COUNTY ADMINISTRATION	108,428.00	20,192.15	19%
HCPF - MEDICAID		12,903.62	
ADULT PROTECTION	11,520.00	2,816.40	24%
ADULT PROTECTION CLIENT	1,600.00	0.00	0%
 CW CORE SERVICES 80/20	9,600.00	272.00	3%
CW CORE DAY TREATMENT 100%	24,800.00	1,355.45	5%
 CHILD SUPPORT	6,600.00	528.00	8%
 LEAP			
ADMIN/OUTREACH	4,500.00	328.50	7%
BASIC	60,000.00	4,926.70	8%
 OAP			
HOME CARE ALLOWANCE	950.00	0.00	0%
ADMIN	4,000.00	709.10	18%
GRANTS	60,000.00	3,576.00	6%
 AID TO NEEDY DISABLED	9,600.00	754.92	8%
 MEDICAID TRANSPORTATION	10,000.00	2,293.05	23%
FS JOB SEARCH/EMPLOYMENT 1ST	8,000.00	760.86	
FOOD ASSISTANCE BENEFITS	625,000.00	47,130.65	8%
GRANTS/INCENTIVES	10,000.00	34.01	0%
RETAINED COLLECTIONS	1,000.00	10.00	1%
TOTAL BUDGETED REVENUES	1,366,347.00	154,350.80	11%

SAN MIGUEL COUNTY DSS
EXPENDITURES YTD 100%
JANUARY, 2015

	REVISED BUDGET	EXPENDITURES YTD	% OF BUDGET EXPENDITURES SPENT
TANF			
ADMIN	43,000.00	4,574.66	11%
GRANTS	40,000.00	3,900.00	10%
CHILD CARE			
ADMIN	8,000.00	1,821.55	23%
CLIENT BENEFITS	30,000.00	1,728.31	6%
CHILD WELFARE			
CHILD WELFARE 80/20%	280,000.00	49,073.57	18%
CHILD WELFARE 100%	10,000.00	276.81	3%
CW - DISCRETIONARY GRANT		1,049.96	
PSSF		51.84	
COUNTY ADMINISTRATION	135,500.00	25,240.19	19%
HCPF - MEDICAID		15,205.37	
NON ALLOCATED ADMIN		12.33	
ADULT PROTECTION	12,368.00	3,520.50	28%
ADULT PROTECTION CLIENT	2,000.00	0.00	0%
CW CORE SERVICES 80/20	12,000.00	340.00	3%
CW CORE DAY TREATMENT 100%	24,800.00	1,355.45	0%
CHILD SUPPORT	10,000.00	800.00	8%
LEAP			
LEAP ADMIN/OUTREACH	4,500.00	328.50	7%
LEAP BASIC BENEFITS	60,000.00	4,926.70	8%
OAP			
OAP HOME CARE ALLOWANCE	1,000.00	0.00	0%
OAP ADMIN	4,000.00	709.10	18%
OAP GRANTS	60,000.00	3,576.00	6%
AID TO NEEDY DISABLED	12,000.00	(240.35)	-2%
FS JOB SEARCH/EMPLOYMENT 1ST	10,000.00	768.86	8%
GENERAL ASSISTANCE	10,000.00	235.81	2%
MEDICAID TRANSPORTATION	10,000.00	535.39	5%
FA REFUNDS		0.00	
FOOD ASSISTANCE BENEFITS	625,000.00	47,130.65	8%
DIRECT COST ALLOCATION	(7,500.00)	(0.42)	0%
GRANTS	10,000.00	34.01	0%
COUNTY FUNDED GRANTS	60,000.00	3,796.79	6%
TOTAL BUDGETED EXPENDITURES	1,466,668.00	170,751.58	12%

**SAN MIGUEL COUNTY DEPT OF SOCIAL SERVICES
CHECK REGISTER
FEBRUARY, 2015**

Warrant			WARRANT
No.	Date	To	AMOUNT
29420	10-Feb	CLIENT/MT	51.06
29421	10-Feb	CLIENT/MT	118.40
29422	10-Feb	CLIENT/MT	89.54
29423	10-Feb	CLIENT/MT	134.68
29424	10-Feb	CLIENT/MT	381.50
29425	10-Feb	CLIENT/MT	103.60
29426	10-Feb	VOID	0.00
29427	10-Feb	UNCOMPAHGRE VOLUNTEER LEGAL AID	1,000.00
29428	10-Feb	SAN MIGUEL RESOURCES CENTER	8,000.00
29429	10-Feb	MONTROSE COUNTY HEALTH	5,000.00
29430	10-Feb	CASA	1,000.00
29431	10-Feb	DOLORES COUNTY SENIOR SERVICES	2,000.00
29432	10-Feb	CARD SERVICE	113.89
29433	10-Feb	MONTROSE COUNTY CSEU	633.92
29434	10-Feb	SAN MIGUEL COUNTY FINANCE	300.00
29435	10-Feb	VERIZON	197.21
29436	10-Feb	LONDA SIROKMAN	143.36
29437	12-Feb	HOCKERSMITH AND MUELLER	260.00
29438	12-Feb	CAROL FRIEDRICH	25.30
29439	12-Feb	VOID	0.00
29440	12-Feb	SCOT T ERICKSON, PC	997.50
29441	12-Feb	LA COCINA DE LUZ	610.00
29442	24-Feb	TUCK COMMUNICATIONS SERVICES	475.00
29443	26-Feb	ALL POINTS TRANSIT	5,000.00
29444	26-Feb	OPTIONS, INC.	2,000.00
29445	26-Feb	ONE TO ONE	7,500.00
29446	26-Feb	MONTROSE COUNTY CSEU	800.00
29447	26-Feb	HILLTOP COMMUNITY RESOURCES	619.54
29448	26-Feb	EATON SALES AND SERVICE	4.15
29449	26-Feb	CENTURYLINK	133.89
		TOTALS	37,692.54
		PERSONNEL PAYROLL	28,417.38
		GRAND TOTAL	66,109.92

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

	CASES	TOTAL COST
TANF (Temporary Aid to Needy Families)	6	2,822.00
OAP (Old Age Pension)	11	3,578.00
AND (Aid to Needy Disabled)	5	800.33
CHILD CARE	9	2,557.43
CHILD WELFARE	3	5,996.95
CORE SERVICES	2	680.00
FOOD ASSISTANCE	192	45,172.00
LEAP (Low-income Energy Assistance Program)	38	14,882.17
<hr style="border: 0.5px solid black;"/>		
TOTALS	266	76,488.88 *

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

CEMS SET OF BOOKS
 COUNTY ALLOCATIONS/MOE REPORT
 Current Period: JAN-15

Date: 24-FEB-15 13:07:11
 Page: 1

Currency: USD
 CTY=113 (San Miguel)

	COUNTY ALLOCATION / MOE - FULL YEAR - FY BUDGET BALANCES	FY ACTUAL EXPENDITURES	BUDGET VS. AVAILABLE	ACTUALS VS. VARIANCE
COLORADO WORKS BLOCK GRANT	83,637.72	45,146.96	38,490.76	54.0
NET COLORADO WORKS MOE	12,362.88	7,211.67	5,151.21	(58.3)
CHILD CARE ALLOCATION:				
CHILD CARE DIRECT	47,525.04	14,203.40	33,321.64	29.9
CHILD CARE ADMINISTRATION	0.00	5,286.67	(5,286.67)	n/m
TOTAL CHILD CARE ALLOCATION	47,525.04	19,490.07	28,034.97	41.0
NET CHILD CARE COUNTY MOE	4,270.56	2,491.17	1,779.39	(58.3)
CHILD WELFARE ALLOCATION:				
CHILD WELFARE 80/20 ALLOCATION ITEMS:				
CHILD WELFARE OUT-OF-HOME ALLOCATION	199,222.20	33,860.04	165,362.16	17.0
CHILD WELFARE ADMIN 80/20	0.00	152,303.45	(152,303.45)	n/m
CHILD WELFARE CASE SERVICES	0.00	0.00	0.00	n/m
CHILD WELFARE RELATED CHILD CARE	0.00	3,622.15	(3,622.15)	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	189,785.64	9,436.56	95.3
CHILD WELFARE 100% ADMINISTRATION *	18,737.04	625.29	18,111.75	3.3
TOTAL CHILD WELFARE 80/20 AND 100% ALLOC	217,959.24	190,410.93	27,548.31	87.4
CHILD WELFARE TRCCF ALLOCATION	0.00	0.00	0.00	n/m
CHILD WELFARE CHRP ALLOCATION *	4,364.52	0.00	4,364.52	0.0
CHILD WELFARE PRTF - FFS *	6,099.48	0.00	6,099.48	0.0
TOTAL CHILD WELFARE ALLOCATION	228,423.24	190,410.93	38,012.31	83.4
COUNTY ADMINISTRATION ALLOCATION *	72,416.40	113,403.48	(40,987.08)	156.6
ADULT PROTECTION ALLOCATION	0.00	12,375.38	(12,375.38)	n/m

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

Currency: USD
CTV=113 (San Miguel)

	COUNTY ALLOCATION / MOE - FULL YEAR - FY BUDGET BALANCES	FY ACTUAL EXPENDITURES	BUDGET VS. ACTUALS FY FUNDS AVAILABLE	BUDGET VS ACTUALS FY VARIANCE	
CORE SERVICES ALLOCATION:					
CORE SERVICES MENTAL HEALTH 100%	0.00	0.00	0.00		n/m
CORE SERVICES ADAD 100%	0.00	0.00	0.00		n/m
CORE SERVICES SPECIAL ECONOMIC ASSIST 100%	544.92	0.00	544.92		0.0
CORE SERVICES OTHER 100% *	23,462.28	9,273.79	14,188.49		39.5
CORE SERVICES 80/20	12,800.04	3,017.50	9,782.54		23.6
TOTAL CORE SERVICES ALLOCATION	36,807.24	12,291.29	24,515.95		33.4
EMPLOYMENT FIRST 80/20 PARTICIPANT REIMB	0.00	187.10	(187.10)		n/m
EMPLOYMENT FIRST 100%	0.00	5,804.40	(5,804.40)		n/m

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

NON-FISCAL YEAR PROGRAMS: **

* - NOTE: Allocations for Child Welfare 100%, Child Welfare CHRP, 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 BOARD OF SOCIAL SERVICES
CASELOAD REPORT 2015

	T.A.N.F.	DIVER- SION	O.A.P + HCA	AND,SSI +SSA	HCBS	MAGI*	LEAP	CHILD CARE	F.S.	GA etc	BUY IN	TOTAL
January	3	0	11	147	22	516	86	5	222	1	8	1021
February	2	0	10	147	24	565	90	5	227	0	10	1080
March	6	0	11	159	26	654	97	5	229	0	10	1197
April	6	0	12	169	24	725	110	5	233	0	10	1294
May	5	0	12	168	24	765	0	5	223	1	14	1217
June	3	0	13	173	20	782	0	7	214	0	14	1226
July	4	0	12	166	20	806	0	7	196	1	14	1226
August	5	0	11	172	22	811	0	7	194	1	12	1235
September	6	0	12	165	22	826	0	7	189	1	12	1240
October	7	0	11	171	22	799	0	7	207	0	8	1232
November	8	0	12	92	11	743	41	7	205	3	3	1125
December	8	0	10	92	12	774	60	7	202	1	3	1169
January 2015	8	0	10	86	10	811	75	7	209	0	3	1219
February 2015	6	0	10	90	10	826	80	7	204	0	2	1235

DEPARTMENT OF SOCIAL SERVICES

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

MEMO

Date: March 16, 2015
From: Carol Friedrich *CF*
To: BOCC
Lynn Black, County Administrator
Subject: Temporary Employment Agreement

In January 2014, San Miguel County Department of Social Services (DSS) and Jill Betz entered into a Temporary Employment Agreement, effective January 1, 2014 through December 2014, for 12 hours per week for prevention services and 12 hours per week for Caseworker back-up services on an as needed basis.

After assessing the Department's current needs, DSS is requesting a waiver from the hiring freeze and authorization to sign a new contract with Ms. Betz, effective April 1, 2015 to December 31, 2015, for the purpose of up to 12 hours per week for prevention services including administering Love and Logic Parenting Classes in Norwood, Ridgway and Telluride. Given the fact that the Director holds a Master of Social Work and is familiar with child welfare service delivery, the Director is able to offer back-up services to Caseworkers including backup on-call coverage, and handling overflow referrals, assessments and case duties. As a result, there is no need to contract with Ms. Betz for those services as had been the case in 2014.

Funding for prevention services is provided by Colorado Department of Human Services (CDHS) Core Services Program, Program Area 3: County Designed Services as approved in the annual Core Services Plan.

Recommendation: Authorize DSS to sign the Temporary Employment Agreement with Jill Betz for up to 12 hours per week of prevention services.

SAN MIGUEL COUNTY BOARD OF COMMISSIONERS
MINUTES
WEDNESDAY, FEBRUARY 4, 2015
REGULAR MEETING
Second Floor, Miramonte Building
Telluride, Colorado

Present: Chair Joan May
Vice-Chair Elaine R.C. Fischer
Commissioner Art Goodtimes

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. Acceptance of January 2015 Road Report.
 - b. Approval of five Advanced Life Support Ambulances Permits and Ambulance Service License for 2015 to Telluride Fire Protection District.
 - c. Approval of two Advanced Life Support Ambulances Permits and Ambulance Service License for 2015 to Norwood Fire Protection District.
 - d. Approval of Renewal of Retail Liquor Store License by Cynthia L McCluer, dba M&M Mercantile, 240 Front Street, Placerville, CO based on the County Clerk's Written Findings. (ATTACHMENT I – Written Findings)
 - e. Approval of a Renewal of Hotel and Restaurant Liquor License by Wick Hospitality Group LLC, dba The Angler Inn, 22332 Highway 145, Placerville, CO 81430. (ATTACHMENT II – Written Findings)
 - f. Approval of Chair's signature on Colorado Counties Inc. 2015 Steering Committee Proxy designating Carol Friedrich to the Health and Human Services as BOCC proxy.
 - g. Approval of Chair's signature on Impact Assistance Grant Application with Colorado Parks and Wildlife for tax year 2014 in the amount of \$8,222.55.
 - h. Approval of request for a waiver to County hiring freeze by the County Assessor to hire a replacement full-time position for Appraiser. (item moved to item 9.b.)
 - i. Approval of Minutes: December 17, 2014, January 7, 2015, January 15, 2015, January 21, 2015.
 - j. Ratification of Chair's signature on letter dated January 21, 2015 to County Sheriff regarding proposed detox center.
 - k. Approval to Award the Classification and Compensation Study Project to Evergreen Solutions, LLC in the amount of \$46,900.

Present: Lynn Black, County Administrator; Laura Kyriakakis, County Human Resources Manager

MOTION by Goodtimes to approve Consent Agenda as presented with the one addition, item 4.k. and removing item 4.h. **SECONDED** by Fischer. **PASSED 3-0.**

5. ADMINISTRATIVE MATTERS:
 - a. Presentation of Wilkinson (Telluride) Library 2014 Review and 2015 Budget.

Present: Sarah Landeryou, Wilkinson Library Director

**SAN MIGUEL COUNTY BOARD OF COMMISSIONERS
WEDNESDAY, FEBRUARY 4, 2015**

- c. Discussion of a funding request received from the Town of Ophir.

Present: Lynn Black, County Administrator; Randy Barnes, Ophir Town Manager

MOTION by Goodtimes to grant \$10,000 out of the capital fund as a match for the grant that Town of Ophir is seeking for broadband [from USDA] along with a letter of support. **SECONDED** by Fischer. **PASSED 3-0.**

- b. Consideration of county 2015 CCI membership.

Board Consensus to authorize the payment of 2015 dues to Colorado Counties Inc.

6. PLANNING MATTERS:

- a. **10:00 a.m. PUBLIC HEARING:** Consideration of an application submitted by Ilium Commercial Ventures, LLC seeking a Subdivision Exemption for a Single-lot Split within an existing subdivision, to divide Lot 440, Lawson Hill PUD into five separate lots, and seeking an Insubstantial Plat and PUD amendment to the Lawson Hill PUD matrix to divide the existing zoned non-residential square footage and parking requirements between the five lots.

10:04 a.m. Chair Opened the Public Hearing.

Mike Rozycki, County Planning Director entered certain documents into the record. (ATTACHMENT III – List) (EXHIBIT A – Documents)

Those who addressed the Board:
Mike Rozycki, County Planning Director
David Ballode, Applicant
Steve Zwick, County Attorney

Others present: Stephen Finger, Applicant; Karen Henderson, County Associate Planner; Mike Horner, County Road and Bridge Superintendent

10:21 a.m. Chair Closed the Public Hearing.

MOTION by Goodtimes to approve this as presented finding the proposed use consistent with County Land Use Code Sections 5-1209 Subdivision Exemption for Lot Line Adjustment and 5-1502 Insubstantial PUD Amendment in particular there is no change in zoning, use or density and the parcels will be served by basic water, sewer, and access in the existing condition; and include all six of the conditions as presented:

1. The inclusion of a plat note stating that the requested Major Highway Setback reduction as approved by the County Planning Commission is based on the proposed “site-specific” development plan submitted and if a purchaser or owner applies for development of a building and improvements that vary from the approved site-specific plan that has been considered by the Planning Commission in granting this reduction of the Major Highway Setback the applicant would need to submit a plan and application to demonstrate that the proposed change to the approved site-specific plan would conform to the standards in LUC Section 505 D.I. and would not result in a situation where the proposed building is more visible from State Highway 145.
2. These improvements must be completed and approved by the Ilium Park Owner’s Association prior to the recordation of the BOCC approved final plat and accepted by the Ilium Park Owner’s Association. The applicant providing a financial assurance and agreement acceptable to the County Attorney for completing the construction of the sewer line and the remaining unfinished drainage improvements and these improvements need to be accepted by the Ilium Park Owner’s Association prior to release of the financial assurance.

**SAN MIGUEL COUNTY BOARD OF COMMISSIONERS
WEDNESDAY, FEBRUARY 4, 2015**

3. Lot purchasers of Lots 440-1 thru 440-4 shall be required to pave each of their required parking spaces as a condition of obtaining a Development Permit for a structure on the lot.
4. The exterior of the new construction on all lots shall be similar to the existing buildings using non-reflective materials for siding and roofing in the Ilium Industrial Park.
5. The applicant shall submit a revised plat that addresses all County Surveyor review comments.
6. All written representations of the applicant, in the original submittal and all supplements, are deemed to be conditions of approval, except to the extent modified by the motion.

SECONDED by Fischer. **PASSED 3-0.** (ATTACHMENT IV – Resolution #2015-7)

- b. Other.
 1. Update regarding appointment to the Planning Commission.
 2. Amended and Restated Deed Restriction review by Lawson Hill and request will be scheduled for March 4th.
7. OPEN SPACE AND RECREATION MATTERS:
 - a. Update with BLM Uncompahgre Field Office Manager and Discussion of Burn Canyon Travel Management decision.
 1. Hateful 8 filming on BLM lands.
 2. San Miguel River cleanup with the Watershed Coalition.
 3. Dolores River Partnership project.
 4. Tri-State Transmission line upgrades EA.
 5. Sage-grouse RMP.

Present: Barb Sharrow, BLM Uncompahgre Field Office Manager; Julie Jackson, BLM Travel Management Planner; Linda Luther, County Open Space and Recreation Coordinator; Mike Horner, County Road and Bridge Superintendent; Kelvin Verity, West End Bicycle Alliance / Norwood Parks and Recreation District; Dave Schneck, County Environmental Health Director; Rich Hamilton, County Parks Manager

- b. Consideration of a resolution authorizing the purchase of the O.A. Greagor Boy Scouts property with funds coming from the 2015 Open Space budget, and to authorize the Chair to execute the necessary documents.

Present: Linda Luther, County Open Space and Recreation Coordinator; Rich Hamilton, County Parks Manager

MOTION by Goodtimes to approve [the purchase of the O.A. Greagor Boy Scouts property] as presented. **SECONDED** by Fischer. **PASSED 3-0.** (ATTACHMENT IV – Resolution #2015-8)

11:07 a.m. Steve Zwick exited the meeting room.

8. SAN MIGUEL COUNTY HOUSING AUTHORITY MATTERS:
 - a. Consideration of a request by Elyse Rothschild to own and occupy her Lawson Hill 302 9/10 unit and to not work the required number of hours for four additional years and to cure the violation of the County R-1 Housing Deed Restriction.

Present: Shirley Diaz, SMRHA Director; Lois Major, Attorney for San Miguel County Housing Authority; Elyse Rothschild, Applicant

MOTION by Goodtimes to approve this with the Motion 2. [To create an exception agreement between the SMCHA and Ms. Rothschild] with conditions a through e:

- a) The current part-time employment will be sufficient until the June 1, 2018 9 when the youngest child graduates from 8th grade;

**SAN MIGUEL COUNTY BOARD OF COMMISSIONERS
WEDNESDAY, FEBRUARY 4, 2015**

- b) The income from non-employment resources; rent, a trust, spousal/child support will not disqualify Ms. Rothschild through June 1, 2019, but after that date income from employment must be greater than the income from other resources, i.e. if wages are \$30,000 then income from other resources cannot exceed \$30,000;
- c) Ms. Rothschild will notify SMRHA of any changes in the household and any new renters will qualify in advance, before gaining occupancy in the unit;
- d) Ms. Rothschild will update SMRHA on January 15, 2020 to review progress toward qualifying under the definition of employee per the LUC;
- e) The County Attorney's Office has permission to execute an agreement with any additional language and/or terms deemed necessary, including remedies for default on this agreement. **SECONDED** by Fischer.

AMENDMENT TO MOTION by Goodtimes to amend condition a) to change year from 2019 to 2018. **ACCEPTED** by Goodtimes and Fischer.

VOTE ON MOTION: PASSED 3-0.

- b. Consideration of request by Robert Beer's tenant, Dean Davis to occupy Lawson Hill 1B as disabled and to cure the owner's violation of County R-1 Housing Deed Restriction.

Present: Shirley Diaz, SMRHA Director; Lois Major, Attorney for San Miguel County Housing Authority; Robert Beer and Dean Davis, Applicant(s)

MOTION by Fischer to approve request [to allow Mr. Dean Davis to occupy, as disabled, Lawson Hill 1B as his primary residence, thus curing the Mr. Beer's violation, and also, if Mr. Davis should move to another unit within unincorporated San Miguel County he is to be qualified to occupy that unit as disabled; and approve] fee waiver [of \$10 application fee]. **SECONDED** by Goodtimes. **PASSED 3-0.**

- c. Consideration of a request by Tova Davis to not occupy her Lawson Hill 213 unit until the summer of 2015 due to being incapacitated with a medical condition and upon her return to be considered qualified as disabled and to cure the violation of the San Miguel County R-1 Housing Deed Restriction.

Present: Shirley Diaz, SMRHA Director; Lois Major, Attorney for San Miguel County Housing Authority; Tova Davis, Applicant via phone

MOTION by Fischer to approve as presented [to create an Exception Agreement with Ms. Davis with the following conditions:

- a) Ms. Davis is granted a Leave of Absence through July 1, 2015;
- b) The unit may be rented to her son and qualified roommates, however any change in occupancy must be reported to SMRHA and any new roommates must qualify before they are allowed to move into the Lawson Hill unit;
- c) Ms. Davis upon her return will be considered disabled and not required to meet the definition of employee as long as she is considered disabled. Should she return to work, she will have 12 months to meet the definition of employee per the LUC § 5-1305 B. VII. inclusive of employment and income.
- d) Upon Ms. Davis' return the unit will become her sole and primary residence and any Leave of Absence greater than 4 weeks within 12 months will need to be presented to SMRHA for review regarding an exception.
- e) Ms. Davis will update SMRHA when she returns to her Lawson Hill home and provide any changes in her qualification as disabled;
- f) Should Ms. Davis desire to quit claim Lawson Hill 213 to one or both of her sons, Ajax Harrison Davis and Alexander Zaphod Davis, prior to the Quit Claim the new owner(s) must qualify through SMRHA first;
- g) The County Attorney's Office has permission to execute an agreement with any additional language and/or terms deemed necessary, including remedies for default on this agreement. **SECONDED** by Goodtimes. **PASSED 3-0.**

**SAN MIGUEL COUNTY BOARD OF COMMISSIONERS
WEDNESDAY, FEBRUARY 4, 2015**

11:38 a.m. Steve Zwick re-entered the meeting room.

9. ADMINISTRATIVE MATTERS:

- a. CO2 Reduction / Presentation of County Energy Plan update.

Present: Nina Kothe, County Commissioners Office; Kim Wheels, EcoAction Partners

- b. Approval of request for a waiver to County hiring freeze by the County Assessor to hire a replacement full-time position for Appraiser. (item moved from 4.h.)

Board Consensus to continue item to future meeting and direct staff to discuss with the Assessor how to prepare to fill position prior to employee giving notice.

10. COMMISSIONER AND PUBLIC DISCUSSION:

- a. Public Discussion.
b. Update on Outside Meetings.
1. Elaine Fischer – Eco Action
2. Art Goodtimes – CCISteering
3. Joan May – EcoAction / 7thJudMeet / FACA / Local Resiliency
c. Website postings and press releases.
d. General Discussion.
1. Norwood Transfer Station operation agreement. **Board Consensus** to schedule discussion of recycling at Norwood Transfer Station item for March 4, 2015.

Present: Dave Schneck, County Environmental Health Director

2. Alpine Ranger Program final report.

Present: Linda Luther, County Open Space and Recreation Coordinator

11. ADMINISTRATOR'S REPORT:

- a. Update with County Administrator.
1. Intergovernmental (IG) housing meeting date and agenda.
2. Staff Meeting with Town of Telluride regarding Sunnyside Lot development partnership.
3. Update regarding Building Official and Human Resources open positions.

Present: Lynn Black, County Administrator

12. ATTORNEY MATTERS:

- a. Discussion of legal guidance regarding Quasi-Judicial decision process, Citation (4)(b).
b. Update on litigation
1. GHDC v. TSG and SMC BOCC, San Miguel County CO Court of Appeals Case No. 2014CA1296, Citation (4)(b).

Present: Steve Zwick, County Attorney

MOTION by Fischer to go into Executive Session to discuss legal guidance regarding Quasi-Judicial decision process, Citation (4)(b), and update on litigation: [GHDC v. TSG and SMC BOCC, San Miguel County CO Court of Appeals Case No. 2014CA1296, Citation (4)(b).] **SECONDED** by Goodtimes. **PASSED 3-0.**

Note: The County Attorney requested that items 12.a. and 12.b not have written minutes as it constitutes a privileged attorney-client communication and a statement signed by the attorney and chair is attached. (ATTACHMENT V)

12:42 p.m. Recessed.

**SAN MIGUEL COUNTY BOARD OF COMMISSIONERS
WEDNESDAY, FEBRUARY 4, 2015**

12:51 p.m. Reconvened.

Board only discussed the two items that were agendized.

13. Adjournment.
12:53 p.m.

Audio MP3 20150204-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

**EXHIBIT A FILED IN CABINET DRAWER MARKED "EXHIBITS" OR STORED IN
COUNTY CLERK'S OFFICE.**

**SAN MIGUEL COUNTY BOARD OF COMMISSIONERS
MINUTES**

**WEDNESDAY, FEBRUARY 25, 2015
REGULAR MEETING**

Glockson Building, 1120 Summit Street
Norwood, Colorado

Present: Chair Joan May
Vice-Chair Elaine R.C. Fischer
Commissioner Art Goodtimes

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 January 2015 Payroll and Vendor Payments.
(ATTACHMENT I)
 - b. Approval of Chair's signature on Colorado Department of Transportation Division of Transit and Rail FTA Section 5316 Grant Agreement to receive \$60,800 in 2015 for reimbursement of purchase of two replacement passenger vans used in SMC Van Pool Service.
 - c. Approval of Consulting Agreement with ValueWest, Inc. for commercial real property and residential condominium re-appraisal and website services in 2015 for the benefit of the San Miguel County Assessor in the amount of \$58,980.
 - d. Approval to re-appoint John Arnold as a regular member to County Lodging Tax Panel to a term ending February 8, 2018.
 - e. Approval to re-appoint Frank Ruggeri as a regular member to County Lodging Tax Panel to a term ending February 8, 2018.
 - f. Ratification of county signing on to support Colorado (CO) HB 1194 to allow the CO Department of Public Health and Environment to accept additional state general funds to continue distribution of long-acting reversible contraception as part of its family planning efforts.
 - g. Ratification of Chair's signature on County Veterans Service Officer's January 2015 Report.
 - h. Ratification of Chair's signature on letter dated February 4, 2015 to Telluride Town Council requesting the two entities discuss forming a committee to discuss developing an affordable housing project on county Sunnyside Lot.
 - i. Ratification of Chair's signature on letter dated February 9, 2015 to Colorado Department of Public Health and Environment in support of grant application submitted by the Norwood Fire Protection District for funds toward purchasing a replacement ambulance.
 - j. Ratification of Chair's signature on letter dated February 6, 2015 to USDA grant committee in support of the Town of Ophir's grant request to bring broadband to its community.
 - k. Ratification of Chair's signature on letter dated February 6, 2015 to Telluride School District Board requesting the school assist the Town of Ophir with funding toward a grant match requirement of a CFDA grant application submitted by Town.
 - l. Ratification of Chair's signature on letter dated February 10, 2015 to Town of Ophir committing the county to funding \$10,000 toward a grant match requirement of a CFDA grant application submitted by Town.
 - m. Acceptance of February 19, 2015 Telluride Regional Airport Monthly Report.
 - n. Approval of Chair's signature on Social Services Department December 2014 Earned Revenue and Expenditures, January 2015 Check Register, January 2015 Expenditures through Electronic Benefit

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

- Transfers, January 2015 County Allocation / MOE report, December 2014 Balance Sheet, January 2015 Caseload Report.
- o. Approval to amend the Agreement for Services previously approved July 8, 2014 with Backcountry Surveying to survey Wasatch Trail thru certain mining claims in upper Bear Creek extending term of contract to March 1, 2015 and increasing amount from \$10,000 to \$11,500.
 - p. Approval of Chair's signature on a letter to CDPHE Pollution Prevention Advisory Board in support of an EcoAction Partners' RREO grant application for the Sneffels Regional Composting project.
 - q. Acceptance of Building Department Monthly Report for January 2015.

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

5. ADMINISTRATIVE MATTERS:

- a. Second reading of County Mass Transportation Ordinance.

Present: Steve Zwick, County Attorney

MOTION by Fischer to approve as presented. **SECONDED** by Goodtimes. **PASSED 3-0.** (ATTACHMENT II - Ordinance #2015 – 1)

- b. Presentation of the new county website design.

Present: Heather Widlund, County GIS Coordinator

- c. ~~Consideration~~ Discussion to send a letter to State Senator Ellen Roberts and State Representative Don Coram in opposition to SB15039 in the Colorado State Senate that proposes concurrent jurisdiction over certain Federal Lands by the State of Colorado.

Board Consensus to not send a letter.

- d. Consideration to appoint Monet Ragsdale to regular seat on the Norwood Lone Cone Library Board to a term ending 12/31/19

MOTION by Goodtimes to appoint Monet Ragsdale to a regular seat on the Norwood Lone Cone Library Board. **SECONDED** by Fischer. **PASSED 3-0.**

6. SOCIAL SERVICES MATTERS:

- a. Discussion of differential response in Child Welfare.
- b. Other if needed.
 - 1. Transit Advisory Committee.
 - 2. CDHS Advisory Board application.
 - 3. Communication with BOCC and County Administrator.
 - 4. Telluride Foundation Grants Committee.
 - 5. Bright Futures Board and Tri-County Health Network introduction.
 - 6. Communication with Social Services Director (e-mail and text).

Present: Carol Friedrich, County Social Services Director

5. ADMINISTRATIVE MATTERS: (Continued)

- e. Update with the USFS Norwood District Ranger.
 - 1. Priest Lake / Matterhorn parking (30 new spaces) this summer.
 - 2. Trout Lake Nordic winter use master plan / parking lot and new trails proposal from Telluride Nordic Association.
 - 3. Lizard Head lynx connection area emphasis.
 - 4. Snow mobile usage on railroad grade - Nordic trails.
 - 5. Thunder trails construction completion expected June 30, 2015.
 - 6. Wilson Peak Land Exchange Environmental Assessment update.

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

7. Winter igloo erected near Lizard Head and now dismantled per USFS Law Enforcement.

Present: Judy Schutza, USFS Norwood District Ranger; Kathy Peckham, USFS Norwood District Recreation Manager; Linda Luther, County Open Space and Recreation Coordinator

7. ADMINISTRATOR'S REPORT:

- a. Update with County Administrator.
 1. Town of Ophir did not submit USDA Broadband grant.
 2. A County Building Official has been hired.
 3. The Human Resources Manager hiring process has started.
 4. Update regarding membership on All Point Transit Board.
 5. Attending Mountain Connect broadband conference June 7-9th.
 6. Tres Rios BLM Southwest RAC is seeking nominations.
 7. Issues Region 10 Broadband issues.
 8. County DOLA broadband grant and grant match discussion and meeting with Telluride Foundation on ROW and business plan.
 9. EcoAction planning grant for composting facility in Ouray County.
 10. Planning Commission appointments to be scheduled 3/4/15.
 11. Prepare letter regarding largest war budget?

Present: Lynn Black, County Administrator

8. COMMISSIONER AND PUBLIC DISCUSSION:

- a. Public Discussion.
- b. Update on Outside Meetings.
 1. Elaine Fischer- SMTAC / CCI / EcoAction / SneffelsEB / Housing
 2. Art Goodtimes – FSSuper / UteApology / SBEADMR / WEBA / PLP / CCI / FSLIOS / CWCBH20Plan / Extension
 3. Joan May – SWCD / Airport / SMH2OShed
- c. Website postings and press releases.
- d. General Discussion.
 1. Discussion of BOCC meeting schedule.
 2. FSW exempted conservation easements from the GuSg Habitat map and from consultation if federal nexus.

Present: Linda Luther, County Open Space and Recreation Coordinator

9. ATTORNEY MATTERS:

- a. Discussion regarding recreational access easement, Citation (4)(b).

Present: Steve Zwick, County Attorney; Linda Luther, County Open Space and Recreation Director

MOTION by Fischer to go into Executive Session to discuss recreational access easement, Citation (4)(b). **SECONDED** by Goodtimes. **PASSED 3-0.**

Note: The County Attorney requested that item 9.a. not have written minutes as it constitutes a privileged attorney-client communication and a statement signed by the attorney and chair is attached. (ATTACHMENT III)

12:08 p.m. Recessed.

12:28 p.m. Reconvened.

Board only discussed the item stated on agenda.

- b. Other, as needed
 1. Discussion of upcoming counties OHV meeting on 3/4/15.

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

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

10. Adjournment.
12:34 p.m.

Audio MP3 20150225-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

DRAFT

SAN MIGUEL COUNTY BOARD OF COMMISSIONERS
MINUTES
WEDNESDAY, MARCH 4, 2015
REGULAR MEETING
Second Floor, Miramonte Building
Telluride, Colorado

Present: Chair Joan May
Vice-Chair Elaine R.C. Fischer
Commissioner Art Goodtimes

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

1. Call to order.
9:33 a.m.
2. Review of Agenda.
3. Calendar Review.
4. ADMINISTRATIVE MATTERS:
 - c. Update from Telluride Airport Manager.
 1. FAA funding levels
 2. Upgrades to Airport
 3. 2015 operation statistics
 4. Category C Approach Study review due 3/5/15
 5. De-icing pad project needs county development permit.
 6. Update of Airport Master Plan.
 7. Intrusion of birds at Airport stemming from unmaintained bio-mass piles located in Ilium.
 8. New logo and new signs at Airport.

Present: Rich Nuttall, Telluride Airport Manager; Mike Rozycki, County Planning Director

- a. Public Lands / Update with BLM Tres Rios Field Office Manager.
 1. New Resource Management Plan – Approved Feb. 27, 2015
 - a. Gunnison Sage Grouse protections
 - b. Travel Management plan
 - c. Wilderness protections.
 - d. On-line publication of decision, libraries, cd's.
 - e. Protest record report issued February 27, 2015.
 - f. Master Mineral Leasing plan.
 - g. Implementation plans that affect county.
 2. New brochure – Spring Creek herd management area (horses).
 3. GuSG habitat improvements ESA process, wildlife protections
CRU29 road relocation.
 4. TriState transmission line scoping update.

Present: Connie Clemenston, Tres Rios BLM Field Office Manager; Dave Schneck, County Environmental Health Director; Steve Zwick, County Attorney; Mike Rozycki, County Planning Director

- b. Presentation of Telluride Medical Center Annual Report /Strategic Plan.
 1. Annual Report.
 2. Telluride facility presence after TMC locates in Mountain Village.

Present: Gordon Reichard, Telluride Medical Center Executive Director; Ginny Gordon, Telluride resident

5. PLANNING MATTERS:
 - a. Consideration of appointment(s) to the San Miguel County Planning Commission.

**SAN MIGUEL COUNTY BOARD OF COMMISSIONERS
WEDNESDAY, MARCH 4, 2015**

Present: Mike Rozycki, County Planning Director; M.J. Schillaci, Applicant; Brian Ahern, CPC member and Applicant

MOTION by Goodtimes to re-appoint Lee Taylor as regular member, re-appoint Kevin Kell as Senior Alternate, appoint MJ Schillaci as Junior Alternate, and move Ian Bald to a regular seat. **SECONDED** by Fischer. **PASSED 3-0.**

- b. 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.

Present: Mike Rozycki, County Planning Director; Ginny Gordon, Lawson Hill Property Owner's Company Board; Jody Van Stratt, Lawson Hill Property Owner's Company Board; Lynn Black, County Administrator; Lois Major, Attorney for SMCHA; Steve Zwick, County Attorney; Shirley Diaz, SMRHA Director; Karen Henderson, Lawson Hill resident

Board Consensus to continue item to future meeting.

6. SAN MIGUEL COUNTY HOUSING AUTHORITY MATTERS:

- b. Consideration of Request for an Exception Agreement to allow the Telluride R-1 School District to own the Q Lots and overlay their own deed restriction.

Present: Shirley Diaz, SMRHA Director; Lois Major, Attorney for SMCHA; Paul Reich, TSB President; Kyle Schumacher, TSB Superintendent; Kurt Shugarts, TSB Finance Director

MOTION by Fischer to approve as presented change two to four weeks, and extend timeline to ten years from five. **SECONDED** by Fischer. **PASSED 3-0.**

- a. Consideration of a request for a hearing by David Volz's tenant Dave Delancy to occupy at Lawson Hill 306 as disabled and cure the owner's violation of the San Miguel County R-1 Housing Deed Restriction.

Present: Shirley Diaz, SMRHA Director; Lois Major, Attorney for SMCHA

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

7. ADMINISTRATIVE MATTERS:

- e. Interview Abby Fox for position on Wilkinson Library Board.

Present: Abby Fox, Applicant

- a. Interview Carol Morgenstern for position on Wilkinson Library Board.

Present: Carol Morgenstern, Applicant

- ~~b. Interview Geoff Hanson for position on Wilkinson Library Board.~~
- c. Consideration to appoint an applicant to the San Miguel County Library District #1 Board of Trustees (Wilkinson Library Board) to complete an unexpired term ending 12/21/18.

Present: Sarah Landeryou, Wilkinson Library Director; Carol Morgenstern, Applicant

MOTION by Fischer to appoint Abby Fox to Wilkinson Library Board. **SECONDED** by Goodtimes. **PASSED 2-1.** (May Opposed)

8. SAN MIGUEL COUNTY BOARD OF HEALTH & ENVIRONMENT:

- a. Discussion of Norwood Transfer Station recycling agreement.

**SAN MIGUEL COUNTY BOARD OF COMMISSIONERS
WEDNESDAY, MARCH 4, 2015**

Present: Dave Schneck, County Environmental Health Director

7. ADMINISTRATIVE MATTERS: (Continued)
- d. Approval of Chair's signature on letter to Colorado History State Historic Fund in support of Ah Haa School for the Arts grant request to renovate historic Depot building.

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

9. ADMINISTRATOR'S REPORT:
- a. Update with County Administrator.
 - 1. Evergreen Class and Comp contract – ratify.
 - 2. Shelving for Treasurer – ratify.
 - 3. HR interviews.
 - 4. Alpine Ranger Agreement – with Ouray County.
 - 5. Broadband meetings with Region10 and Telluride Foundation.
 - 6. IG Housing meeting 4/1/15 at Library.
 - 6. Colorado Water Plan – comments submitted by Bob Grossman.
 - 7. SWCD Basin CO Water Plan implementation projects list.

Present: Lynn Black, County Administrator; Linda Luther, County Open Space and Recreation Coordinator

10. ATTORNEY MATTERS:
- a. Discussion regarding recreational access easement, Citation (4)(b).
 - c. Discussion of San Miguel County C.R. S7 legal status, Citation (4)(b).

MOTION by Fischer to go into Execution Session to discuss recreational access easement, Citation (4)(b). **SECONDED** by Goodtimes. **PASSED 3-0.**

Note: The County Attorney requested that items 10.a. and 10.c. not have written minutes as it constitutes a privileged attorney-client communication and a statement signed by the attorney and chair is attached. (ATTACHMENT I)

12:51 p.m. Recessed.
1:22 p.m. Reconvened.

Board discussed the item 10.a. and item 10.c. San Miguel County C.R. S7 legal status, Citation (4)(b).

- b. Consideration of acquisition of a recreational access agreement from Idarado.

Present: Linda Luther, County Open Space and Recreation Coordinator; Steve Zwick, County Attorney

MOTION by Goodtimes to authorize county staff to draft a recreation access easement with Idarado. **SECONDED** by Fischer. **PASSED 3-0.**

11. COMMISSIONER AND PUBLIC DISCUSSION:
- a. Public Discussion.
 - b. Update on Outside Meetings.
 - 1. Elaine Fischer-
 - 2. Art Goodtimes - grafting class with extension / TMS P&Z process
 - 3. Joan May – COFlightAll
 - c. Website postings and press releases.
 - d. General Discussion.
 - 1. Worksession held 2/26/15 with Ouray County BOCC.
 - 2. Special Alpine Ranger meeting held 3/4/15.
 - 3. CCI Paradox BAA appeal withdrawn.

**SAN MIGUEL COUNTY BOARD OF COMMISSIONERS
WEDNESDAY, MARCH 4, 2015**

12. Adjournment.
1:31 p.m.

Audio MP3 20150304-BOCC-Audio.

Respectfully submitted,

John Huebner
Chief Deputy Clerk

APPROVED _____.

SAN MIGUEL COUNTY BOARD OF COMMISSIONERS

Art Goodtimes, Chair

ATTEST:

Lynn M. Black
County Administrator

DRAFT

MEMORANDUM

TO: BOCC
FROM: Linda Luther-Broderick, ORS Coordinator
Date: March 25, 2015
RE: Agreement for Services with Kris Holstrom re carbon sequestration project

The OSR program proposes to hire Kris Holstrom as an independent contractor to perform all tasks related to establishing a carbon sequestration test site or sites in San Miguel County. The project will follow Peter Donovan's Measuring Soil Carbon Change. See attached. The intent is to establish a payment for ecosystem services program that pays landowners in the western portion of the county to offset carbon use in the eastern portion of the county.

Suggested Motion to approve and sign the Agreement for Services with Kris Holstrom to perform all tasks related to establishing carbon sequestration test sites in the county. Compensation is \$32 per hour not to exceed \$10,000.

AGREEMENT FOR SERVICES
Independent Contractor

PROJECT: Carbon Sequestration Project

LOCATION: San Miguel County

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 Scope of Work

2. San Miguel County agrees to pay \$32.00. Total amount is not to exceed \$10,000.00.

Invoices must be approved by Linda Luther-Broderick .

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 4, 2015 to Dec 31, 2015. Time is of the essence in the contractor's performance of its obligations under this Agreement. San Miguel County's expenditure of any funds under this Agreement beyond the current County fiscal year shall be expressly subject to and contingent upon the County budgeting and appropriating funds for such purposes in accordance with the Colorado Local Government Budget Law. Should such funds not be budgeted and appropriated for the County's obligations under this Agreement for future fiscal years, this Agreement shall terminate at the end of the fiscal year for which such funding has been lawfully budgeted and appropriated, and the County shall provide the contractor with prior written notice of such termination.
9. **NOTICE.** All rights, obligations, privileges and duties created herein may be terminated at any time by either party by the giving of written notice to the other party at their last known address.
10. **COMPLIANCE WITH H.B. 06-1343, 07-1073, and S.B. 08-193, C.R.S. TITLE 8, ARTICLE 17.5, Part 1. Illegal Aliens – Public Contracts for Services Requirements.**
 - A. Contractor hereby certifies that, at the time of the certification, and prior to its execution of this Agreement, that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the contractor will participate in either the E-Verify Program or the Department Program, as defined in §8-17.5-101, C.R.S., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public Agreement for services.

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

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

Reviewed by:
County Attorney's Office

_____ Date _____

San Miguel County, Colorado

Date signed _____

By _____

Title _____

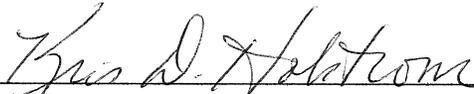
Employer ID #: 84-6000806

Contractor:
Kris Holstrom

Address: P.O. Box 437
Placerville, CO 81430

Phone Number: 970-708-0289

Date signed 2/27/15


Signature

Additional Forms Required:

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

Scope of Work for 2015 Carbon Sequestration Project

Perform all tasks related to establishing a carbon sequestration test site or sites in San Miguel County by the end of 2015

- Perform research and make recommendations to county decision makers regarding the foundations of a voluntary carbon cap and trade program and the path to implementation.
- Develop soil sampling protocol.
- Coordinate meetings, speakers and workshops related to the project.
- Conduct outreach with area property owners interested in participating in sampling soil carbon.
- Make recommendations on site selection/locating plots and sampling design.
- Perform all tasks necessary to begin monitoring soil carbon at selection site/sites by summer 2016, including establishing a practice site in 2015.
- Attend Quivira Coalition conference in November 2015 for research and outreach.

AFFIDAVIT - §24-76.5-103, C.R.S. (H.B. 06S-1023)
CONCERNING ELIGIBILITY TO CONTRACT WITH
SAN MIGUEL COUNTY, COLORADO

I, Kris D. Holstrom swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

- I am a United States citizen, or
- I am a legal Permanent Resident of the United States, or
- I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by Colorado law because I, as a sole proprietor, have entered into a contract with, or applied for a license from, San Miguel County. Contract or License for purposes of this Affidavit shall have the same meaning as set forth in 8 U.S.C §1621. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute §18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

CONTRACTOR (Sole Proprietor)

Kris D. Holstrom
Signature

2/27/15
Date

Kris D. HOLSTROM
Name (Please Print)

522-88-7744
Social Security Number

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) Kris D Holstrom	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input checked="" 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 type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) PO Box 437	Requester's name and address (optional)
City, state, and ZIP code Placerville, CO 81430	
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.

Social security number										
5	2	2	-	8	8	-	7	7	4	4

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

Employer identification number								
		-						

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. 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 ▶ <i>Kris D Holstrom</i>	Date ▶ <i>2/27/15</i>
------------------	---	-----------------------

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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.

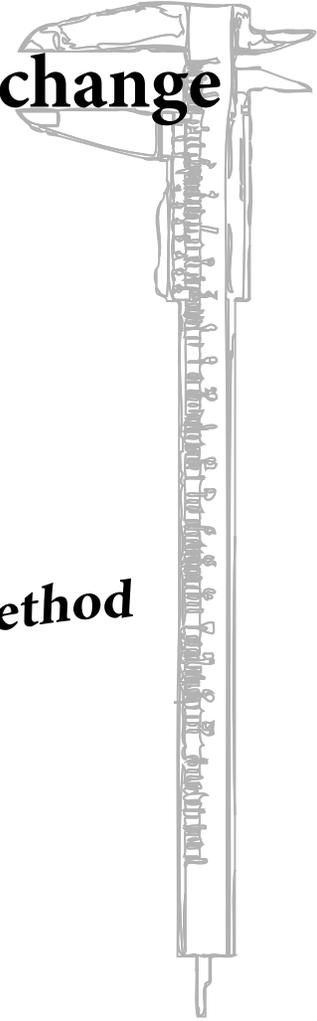
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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.

Measuring soil carbon change



A flexible, practical, local method

Peter Donovan

version: October 2013



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What this guide is about, and how to use it

Do civilizations fall because the soil fails to produce—or does a soil fail only when the people living on it no longer know how to manage their civilization?

Charles Kellogg, “Soil and Society”

This short guide is for people who are interested in the possibilities of turning atmospheric carbon into soil carbon. It is about gauging fundamental biosphere function at specific locations. It is about monitoring: why, how, and what.

Most previous writings on the subject have treated the measurement of soil carbon primarily as a technical issue, requiring a high level of knowledge and expertise, and were focused on verifying greenhouse gas “offsets” or selling carbon credits, either in existing or anticipated markets.

This guide is different. Soil carbon measurement is as much a social issue, involving beliefs and attitudes, as it is a technical one. This guide does not offer approved methods for verifying greenhouse gas “offsets.” Nor does it contain specific advice about which agricultural practices, technologies, or species might be best at building carbon in the soil, or predictions about the global effects of such practices. However, the monitoring practices outlined in this guide will be useful in developing site-specific answers to these questions.

There are many contexts and ways of thinking about soil carbon, and different perceptions on its importance. How you measure something depends on your purpose, and this guide aims to accommodate a spectrum of purposes. Are you wanting to know if your lawn, farm, or ranch is turning atmospheric carbon dioxide into water-holding, fertility-enhancing soil organic matter, or the reverse? Are you wanting to show what’s possible with management? Are you trying to convince yourself, or others, that the changes you are working toward with your land management are having an impact on soil carbon?

Much of world agriculture has long depended on purchased inputs of nitrogen, potassium, and phosphorus. Carbon, the principal dry-weight constituent of crop residue and manure, has typically been regarded as a waste product and a disposal problem, to be dumped somewhere else, or burned.

More and more people have been pointing out that soil carbon “sequestration” could offset fossil fuel emissions, with plenty of other benefits besides. It’s no surprise that

there's resistance, power struggles, and confusion around the increasing emphasis on soil carbon. There has been lots of research and prediction, but very little in the way of monitoring local changes over time, and relatively little change in agricultural incentives or policy.

Government and agricultural experts have been saying that soil carbon is too hard or too expensive to measure because of its variability and complexity, and that the only practical way to get a handle on what is happening with carbon in soils, or to design the proper incentives, is computer modeling based on standardized agricultural practices, aided by remote sensing.

This guide aims at a different approach, which has been developed for the Soil Carbon Challenge (see page 35). Variability and complexity are not the enemy, but the raw materials for creativity and innovation, for enhancing biosphere functions and letting the solar-powered plants, microbes, and animals do more of the work.

This guide attempts to cut through some of the confusion and technical trappings that have accumulated around the subject of soil carbon, soil carbon change, and its measurement. It attempts to provide a monitoring method that is both flexible—that can be adapted to a variety of purposes and situations—and practical.

Depending on your purpose, measuring change in soil carbon need not be difficult, and it need not cost much. The methods described here will enable you to measure change in soil carbon with accuracy and confidence, using hand tools and established laboratories for accurate soil analysis. For a quick overview of what is involved, take a look at the checklist on page 39.

Even if you don't want to measure soil carbon change yourself, this guide will help you understand the process and some of what is at stake.

In developing this guide (an ongoing process) I am indebted to many dedicated and hardworking people, who have both taught me some possibilities about measuring soil carbon, and have helped me understand the questions, methods, possibilities, contexts, and limitations both of the soil carbon opportunity, and in our ways of thinking about it. In addition, the approach and methods advocated here owe much to previous publications, such as Ellert, Janzen, and Entz 2002, and most of which are listed in the references.

Peter Donovan
soilcarboncoalition.org

The work of the biosphere

Life is the most powerful geologic force.

Vladimir Vernadsky

In the 1920s, the Russian geochemist Vernadsky recognized that the composition of the atmosphere results from the metabolisms and choices of the biosphere's self-motivated and autonomous organisms, from bacteria to humans.

At the time, there was little demand for this kind of understanding. But it is increasingly obvious that the decline in biosphere function worldwide is accelerating. The composition of the atmosphere is changing, with reduced transparency to the radiation of heat into space. With atmospheric change comes increasing acidity in the oceans.

1.1 Technology

Institutions will try to preserve the problem to which they are the solution.

Clay Shirky

Though we may recognize our dependence on the biosphere, we tend to view it as a somewhat static environment, vulnerable to our greed and technology, in need of protection. The problem-solving environmentalism of the last two generations has worked on protecting nature from harm and pollution: regulating, limiting, and changing our technology.

But it's not working very well. Even ceasing to burn fossil fuels altogether won't solve the atmospheric carbon issue.

The biosphere is the sum of all the living and the dead. It doesn't just sit there looking pretty, wild, or vulnerable. It does work, a lot of it. In addition to the enormous deposits of fossil fuels whose oxidation currently powers our civilization, the biosphere's résumé includes the calcium carbonate rocks that cover a tenth of the earth's surface, banded iron ore formations that supply our steel, much of ocean chemistry, soils that feed the world, peat formations, and the composition of the atmosphere. Current responsibilities

include feeding everybody, capturing and holding soil moisture for land dwellers, and all the rest of what are called ecosystem services.

The issue is not just technology, though it plays a large role. The issue is that, over vast areas of the world, **the biosphere is not doing enough work**. With livestock confined, and crop monocultures dependent on fossil energy to maintain them, too many of the animals are in prison, too many of the plants are on welfare, and too many of the microbes are dead.

Work is force over distance, getting things done. Most of the biosphere's work is done through the chemistry of photosynthesis. Solar powered, this work converts inert carbon dioxide into food for all life.

1.2 The carbon cycle

Humus plays a leading part in the storage of energy of solar origin on the surface of the earth.

Selman Waksman, 1936

The pattern and process of this work is the carbon cycle. Carbon is life and food, and moves from atmosphere to plants and soils and back in a grand cycle that is sometimes called the circle of life. This circle encompasses both the living and the dead. The biosphere, idled as it is, still moves 9 times the carbon, and does 9 times the work, of all fossil fuel burning.¹

Without carbon cycling, and the growth of living tissue, there wouldn't be anything to slow down water. Rains would wash soil into the sea.

The hub of the terrestrial carbon cycle, containing more carbon than atmosphere and forests combined, is soil organic matter. Soil organic carbon is a result of ecological processes occurring at or near the soil surface, such as energy flow, mineral cycling, water cycling, and community dynamics. But it also enhances these same processes, absorbing and slowing down water, supporting energy flow, supporting enormous microbial diversity, retaining minerals for plant use, and improving soil quality. Soil organic matter is one form of the surplus thermodynamic work of the biosphere, the excess of photosynthesis over respiration. Fossil fuels are another.

Because soils hold more carbon than the atmosphere and vegetation combined, and can hold it longer, people are increasingly looking to soil carbon as an opportunity to both mitigate and adapt to climate change, along with its twin issue, ecosystem function. Grasslands are not just empty spaces for producing livestock, or flyover land between urban economies. They have a major influence on the composition of the atmosphere, with greater leverage than fossil fuels because they can accumulate carbon, not just release it to the atmosphere.

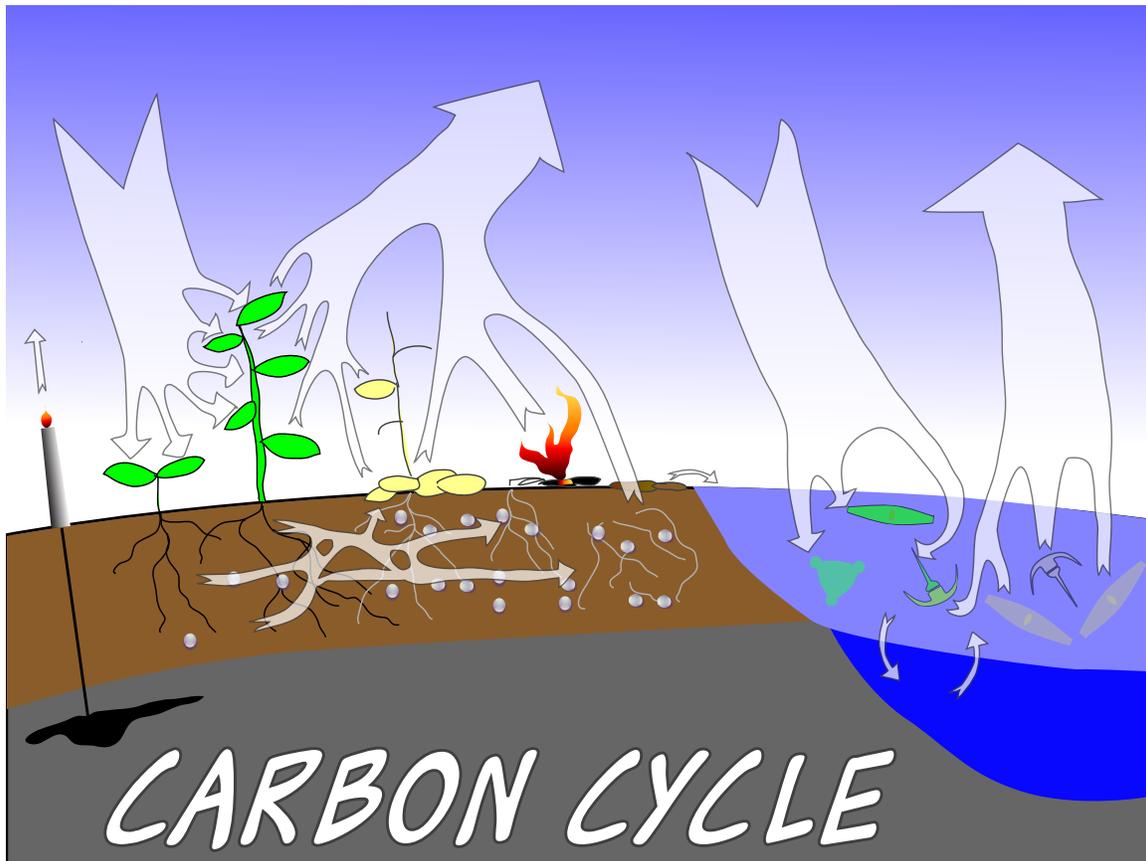


Figure 1.1: The major flows of carbon in the biosphere. Fossil fuel burning (far left) represents only about 4 percent of the annual flux of carbon dioxide to the atmosphere. The geological carbon cycle is likewise just a small bit of the huge cycle of carbon driven by photosynthesis and biology. (See Rattan Lal, Sequestration of atmospheric CO₂ in global carbon pools, *Energy and Environmental Science* 1, 86–100 [2008].)

1.3 Let, not make

We want to *make* animals do things. My whole theory is, I *let* animals do things. Anytime that I need an animal to do something, if I position myself properly, I can let it do it. It's doing what it wants to do, it's doing what I want it to do, so we can both be happy. Anytime that you go to make an animal do something, you create some problems that you don't need.

Bud Williams

The work of the biosphere is accomplished by self-motivated, autonomous organisms: plants, bacteria, animals, humans, and all the rest. The more we can move from *make* to *let*, the better off we'll be, including when we're trying to change people's beliefs or behaviors.

In our attitudes, we are deeply attached to *make*. We're addicted to solving problems, which then multiply. What we need to do is to make our decisions so that these problems fade or disappear.

Some of the most successful and creative farmers and ranchers let their animals, plants, and microbes do the work. They're weaning themselves from *make*, from the addiction to materials handling and more and more technology. They don't spend time and energy making soil bare of life. On these farms and ranches, the biosphere is doing more and more work. There is more photosynthesis going on, for longer seasons, with more diversity, and the release as oxidation is slower.

One of the reasons that our soils have lost so much organic matter (carbon to the atmosphere) is that we have not let them store it or accrue it. The biosphere can turn atmospheric carbon into water-holding, fertility-enhancing soil organic matter, if we let it.

And with monitoring of soil carbon change, we can let the people who know how to let this happen, show us how it is done.

1.4 Monitoring: a strategic and creative choice

There is a fundamental mismatch between the nature of reality in complex systems and our predominant ways of thinking about that reality.

Peter Senge, *The Fifth Discipline*

When we don't have a grasp of the existing situation or of its variability, it's tempting to attribute routine occurrences to special causes. Traffic slowdowns, for example, can happen on an urban freeway for no other cause than natural variations in driving speed and spacing.

Properly designed, repeated observations over time can help distinguish the effects of management from those resulting from weather or just normal background variability. Such observation can enable managers to work with, rather than against, underlying ecosystem processes. Instead of merely responding to short-term events or trends, managers guided by good monitoring can strategically enhance these underlying processes, which can increase economic viability and sustainability as well as leadership in policy and research.

Ecological monitoring has two functions:

1. early warning of opportunities and hazards (navigating toward goal by looking ahead through the windshield)
2. checking to see what happened, and tabulation of results and demonstrated possibilities (rearview mirror)

Monitoring is a relatively rare, somewhat hybrid activity that occupies the space between (and is sometimes confused with) two multibillion-dollar giants: prediction, which typically uses computer models to predict future conditions; and research, which typically checks to see what happened after an activity.

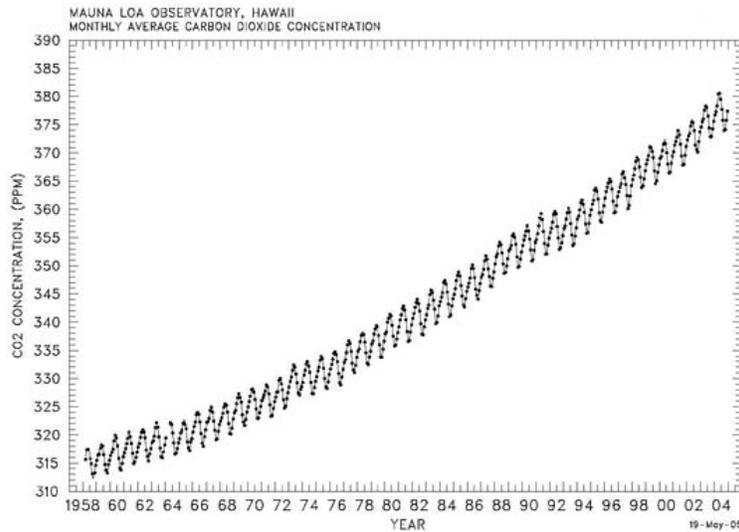


Figure 1.2: The Keeling curve of rising atmospheric carbon dioxide, which is a trace gas in Earth's atmosphere but the predominant one in the atmospheres of Venus and Mars. Wrote Keeling in 1998, "Environmental time-series programs have no particular priority in the funding world, even if their main value lies in maintaining long-term continuity of measurements."

Governments and corporations demand predictions today, much as people demanded astrological forecasts in the Middle Ages. But the best way to predict the future is to create it. Monitoring is a navigational aide for this that also records a track, like a GPS (global positioning systems) receiver.

Of course monitoring must be part of a larger cycle, called plan-monitor-control-replan, or as W. Edwards Deming put it, plan-do-study-act.² In the latter version, monitoring is the study part of the cycle, connecting do and act. Monitoring adds tremendous value to grazing planning, to testing decisions, to financial planning. (In far too many of our organizations and institutions, the parts of this cycle have been separated into silos, where planning is a different department than doing, and study has little to do with action.)

The heart of monitoring is the attentive study of the here and now. The power and even creativity of this is often underestimated. In 1958 Charles David Keeling went to great lengths to establish an accurate monitoring program for atmospheric carbon dioxide (Fig. 1.2). His core enterprise was not research—he was not attempting to determine the causes of change—nor prediction. Yet his monitoring work, which often struggled for funding against sexier research and prediction and was regarded as routine, resulted in the Keeling curve of jaggedly rising carbon dioxide in the atmosphere, which continues to frame the entire climate issue and influence people's attitudes and beliefs in ways that research, prediction, or argument cannot.

Monitoring, and letting good things happen, encourages us to be

1. observant

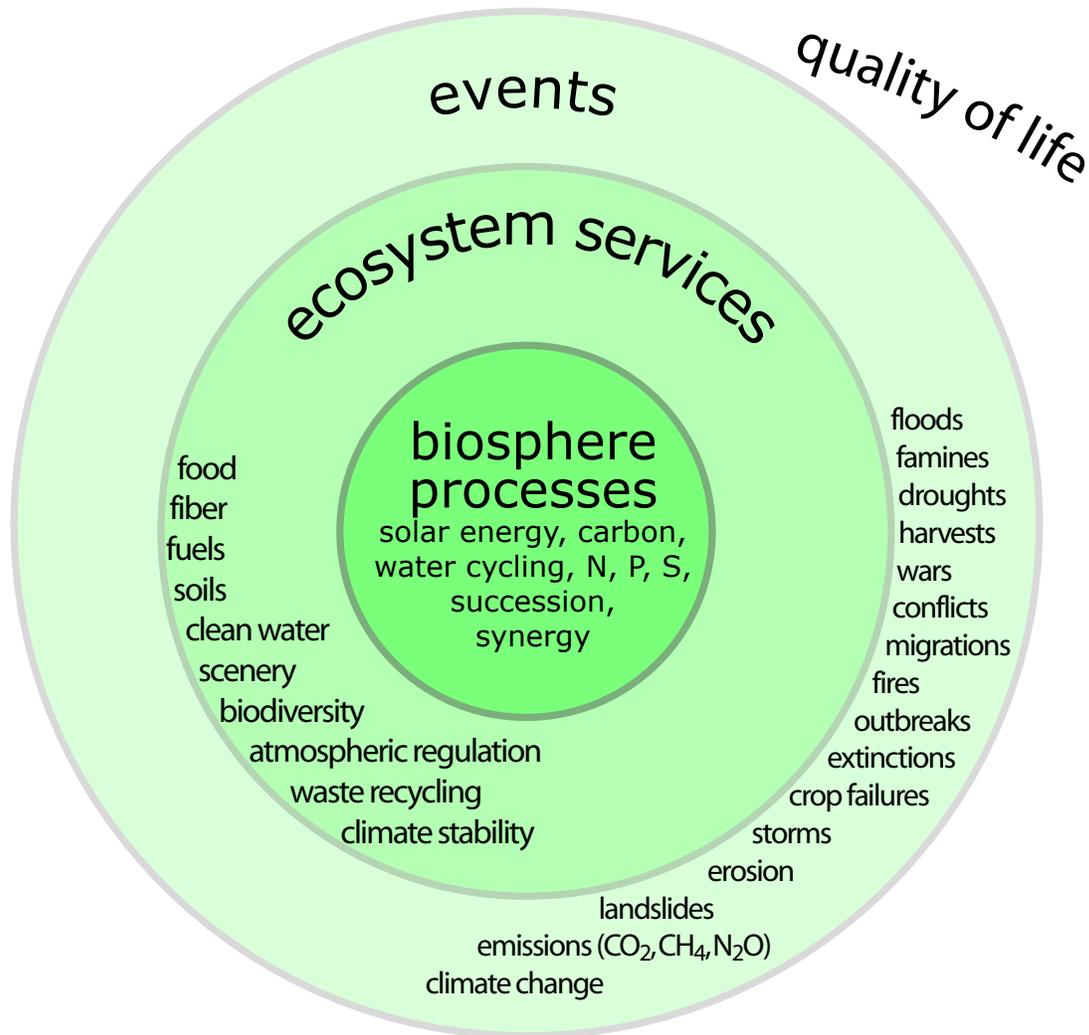


Figure 1.3: On which level do we typically focus our efforts? If we want to transform the situation, where is the center of gravity? Where can self-reinforcing or positive feedback create fundamental shifts?

2. empathetic, understanding and empathizing not only with mammals or other organisms, but with the biosphere's underlying processes such as water cycling, carbon cycling, and solar energy flow
3. aware of our position or influence relative to the issue or process we are trying to address (don't stand in the way)

Soil carbon, which can be measured accurately, may be one of the easiest and most practical ways to monitor the **work of the biosphere** on land, on which our climate, water cycling, and welfare depend. By monitoring this biosphere function locally, we can show what the possibilities are in our back yards, towns, farms, ranches, and open spaces.

Measuring soil carbon

If they can get you asking the wrong questions, they don't have to worry about the answers.

Thomas Pynchon, *Gravity's Rainbow*

Like the atmosphere or the oceans, soil is a complex three-dimensional layer whose composition results in good part from the metabolisms and choices of the biosphere's self-motivated, autonomous organisms, along with physical influences such as the parent material, climate and weathering, and water.

But soil is not as well mixed as are the atmosphere or oceans. It is a product of history, much of it local, on the scale of millimeters as well as miles. Variability is everywhere.

2.1 Purpose, result, and uncertainty

There is no right or wrong way to measure soil carbon. **What** you measure, along with **how** you measure it, depends on your purpose—**why** you are doing it, and what you are going to do as a result. The questions you are trying to answer will depend on the purpose. So do the likely sources of uncertainty or risk.

Some people may have mixed or multiple purposes, or may be measuring soil carbon change for other reasons than what are listed here. Here are four of the most common results from (or purposes for) measuring soil carbon change.

1. Do nothing. Some people measure soil carbon just for curiosity, or research for its own sake, and don't make any changes as a result.

2. Sell something such as carbon "offsets" or ecosystem services. Common questions include: How many tons of carbon or carbon dioxide per hectare per year? How certain can we be of the estimate? How permanent is the sequestration?

Sampling error and biased or non-random selection of sampling sites can be sources of uncertainty. Statistics based on frequency probabilities may be your main tool for gauging or quantifying such uncertainty, and for designing a sampling scheme that meets the need for statistical credibility. The statistics chapter may be helpful.

However, there are other sources of uncertainty in selling carbon credits or ecosystem services, such as whether these markets exist or will exist, whether you are eligible to participate, present and future prices, overhead or transaction costs, and other verification requirements such as adhering to certain land management practices, or to certain standards of documentation. Compared to these additional sources of uncertainty or risk, statistical uncertainty over tonnage of carbon sequestered may turn out to be minor.

3. Test agricultural or land management practices, and use the results to set policies or incentives for best management practices. Which are the best management practices for sequestering carbon, and how much carbon do they sequester? What will effective incentives consist of, and how can they be created?

With this purpose, statistical uncertainty over tonnage, to which experimental design and randomized sampling contribute, can be significant.

There is also uncertainty around whether the practices you are experimenting with can be accurately defined. The term *grazing*, for example, can describe a huge range of activities with many variables, each with high variability. Are we talking about insects, rodents, single-stomached mammals, ruminants, or some combination? Time and timing? One or one million pounds of grazing animals to the acre? Animal behavior and dietary selection vary greatly. The full range of possibilities or variables isn't listed anywhere. Things change. Future possibilities may differ from past experience. Some farming practices may be easier to describe, but when you are defining or prescribing practices, large difficulties of interpretation remain.

The definition issue increases the uncertainty about the causes of change in soil carbon. Is it variation due to normal fluctuations in microbial activity, weather, or combinations of these, or some unknown causes, or is it caused by the management practices under investigation?

When “best management practices” are chosen or defined, you forgo adaptation to changing conditions and situations. If the practices work for a while, and then quit working, or simply don't work in some areas or conditions, incentive programs may be slow to change.

In designing incentives, uncertainty about the behaviors and beliefs of land managers looms large. Cost, technology, and the broad spectrum of cultural and cognitive biases are not always predictable. How well the chosen best management practices perform in other areas or regions, or how they are implemented with varying degrees of skill, insight, or commitment—the uncertainty here can be huge.

Many of these uncertainties arise from the attempt to define or prescribe best management practices for others, which characterizes a great deal of agricultural research. When measurement of soil carbon change is used as feedback to management, or monitoring, as in the following strategy, many of these uncertainties can be managed.

4. Test specific, local management, and use the results to learn and innovate toward a desired future, both locally and globally. How might our management of this land create the future that we want? What other considerations apply?

As with previous strategies, statistical uncertainty will play a part, as will experimental design, location of plots, and the choice of boundaries on the vertical or horizontal strata in your sampling design.

In analyzing soil carbon change, separating normal from special causes of variation can be difficult, and statistical analysis is only partly helpful.

Major sources of uncertainty include your beliefs about what's possible, how good your decision making is in relation to the desired future you want to create, your ability to test decisions well, your observational skills, and your willingness to question or test your beliefs.

However, someone who is monitoring his or her own management has a tremendous advantage over the researcher looking for best management practices. This is the opportunity to **take responsibility** for creating the results, for creating a desired future, along with the responsibility for his or her own beliefs, commitment, and skills. The manager can commit to flexible management, to adapting and innovating based on what monitoring indicates, including early warning signs of shift in the way biosphere processes are operating.

§

In the results or purposes enumerated above, there is a progression from the enumerative (counting tons of carbon) to the predictive (best management practices and their yield of soil carbon) to the creative (testing and innovating in a specific situation).³ Moving from enumerative to predictive to creative means accepting more and more responsibility, which also gives you increasing opportunities to manage and reduce uncertainty and risk.

Though measurement of soil carbon has so far been treated mostly as a technical or statistical problem, the main sources of uncertainty in achieving common purposes and objectives are human and social—such as people's beliefs about what is possible or not possible. Grasping the soil carbon opportunity is a people issue, not just a technical one.

2.2 Change

Any practice that improves soil structure is building soil carbon.

Christine Jones

Enormous efforts have been devoted to mapping and classifying soils as if they are unlikely to change very much on a human time scale. *It takes a thousand years to form an inch of soil* has been repeated so often that it is regarded as true by many. Charles Kellogg, who in the 1930s was soil survey chief for the U.S. Bureau of Chemistry and Soils, wrote:

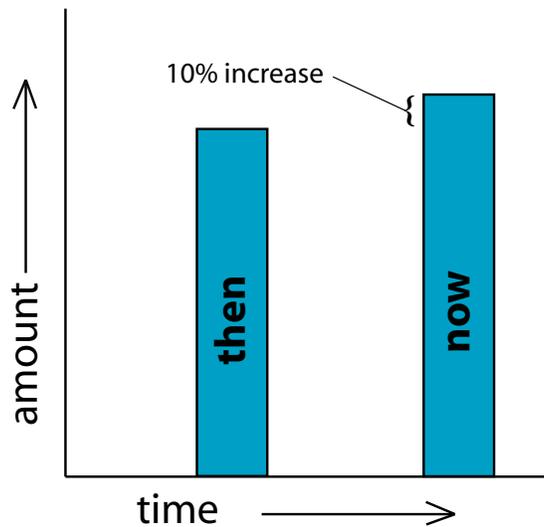


Figure 2.1: Measuring soil carbon change is **simple**. It requires 1) two samplings or measurements of the same soil area, at different times; 2) accurate sampling and laboratory analysis; and 3) more than just one or two samples; 4) commitment and patience, as the *then* must be established well before the *now*.

Some people speculate about how much time is required “to build an inch of soil material.” The answer could well be, “somewhere between 10 minutes and 10 million years.”

Today, many people are becoming more concerned with the possibilities for **change**: preventing loss of soil organic matter, and creating positive changes through management. Most research, however, has leaned toward comparing two areas with different management histories, rather than monitoring one place over time.

This guide is directed at monitoring. It shows how to set one or more benchmarks or fixed plots from which a time series of multiple samples can be taken and analyzed, in order to detect and measure change. In effect, a compact 4 × 4-meter plot serves as its own “control” in an experiment carried out by biosphere processes, human management decisions, and weather over time.

This is easier than mapping soil carbon over a field or land parcel, but it takes patience. Results are not instant. The longer you wait between samplings, the greater your chance of detecting and measuring change, and distinguishing the effects of management from those of year-to-year weather variability.

Soil carbon can be divided into various categories, and there are two commonly measured attributes:

1. **Trend**, or percentage change in soil carbon, to a given depth. Sample declaration: in three years soil carbon percentage in the top 30 cm has changed from 1.9% to 2.7%, a relative gain of 42%, or 12.4% per year on average, compounded for three

years. Conclusions about trend in soil carbon require measurement of only one parameter: carbon percentage in soil.

2. **Mass**, quantity, or tonnage of soil carbon, per hectare or per acre, to a given depth. Sample declaration: in three years this area, plot, or field has added 4.2 tons C (equivalent to 15.4 tons CO₂) per hectare to a depth of 30 cm, or 1.4 tons C per hectare per year. Conclusions about mass or quantity of soil carbon require measurement of two parameters: 1) carbon percentage of soil, multiplied by 2) bulk density of soil (dry mass per unit volume). This multiplication converts percentage carbon to mass.

Because of variability combined with relatively small sample sizes, both types of measurements result in statistical estimates, qualified by standard error (\pm error) and probability or confidence (for example, $p \leq .05$ or 95% confidence).

For purposes of feedback to management, or establishing that management is storing more soil carbon, or for progress in soil quality, trend may be all you need. See soilcarboncoalition.org/changemap.htm for some examples.

The policy and “offset” market discussions have focused on mass, quantity, or tonnage of carbon or carbon dioxide. Detecting change in soil carbon mass, since it requires measurement of three parameters (carbon percentage, volume sampled, and bulk density) is more complicated.

Voluntary or local carbon market transactions or incentives may be more likely if you measure mass. Should regulated markets emerge, there is no guarantee that the methods outlined here would be accepted as verification.

2.3 Organic and inorganic soil carbon

The element carbon exists in the soil in many forms, but for the purposes of measurement and analysis there are three main forms.

Organic soil carbon is derived from living tissue: plant leaves and roots, sap and exudates, microbes, fungi, and animals. It takes a bewildering variety of complex chemical forms, many of which remain unclassified. Much of it is a result of decay processes and microbial metabolisms. Soil organic matter is a generic common name. It contains 50–58 percent carbon by dry weight.

Soil organic matter holds many times its weight in water. Its critical sticky components (such as glomalin) play a critical role in the formation of soil aggregates which give soil its stability against weathering and erosion, and its ability to hold water and air for plants and microbes.

The number one recommendation of the USDA-NRCS Soil Quality Team is to enhance soil organic matter (<http://soils.usda.gov/sqi/>).

Soil organic matter may be the most valuable form of soil carbon, but is generally the least stable, though some forms may persist for a thousand years or so. Many forms can

be readily oxidized (turned into carbon dioxide) by common bacteria in the presence of oxygen. But it is also the form of soil carbon that can readily increase as a result of plant growth, the root shedding of perennial grasses, the incorporation of manure or compost, the liquid carbohydrate exudates of plant roots, all processed by microbial metabolisms. Soil organic matter is the most abundant form of soil carbon.

Charcoal also derives from living tissue, so it is considered organic. It is often called biochar. It can range from 50 to 95 percent carbon by weight. It is more stable and more resistant to bacterial oxidation than most other forms of organic carbon, which is one reason why there is considerable interest in incorporating biochar into soil as a carbon sequestration strategy.

Inorganic soil carbon is mineralized forms of carbon, such as calcium carbonate (CaCO_3) or caliche. It is more stable than most organic carbon because it is not food or fuel for microorganisms. Because acid dissolves calcium carbonate, it is not usually abundant in soils of pH 7 or lower, or in humid regions. Carbonates are common in more arid regions and alkali soils, and are a significant soil carbon pool worldwide, derived mostly from organic carbon fixed by photosynthesis.

Inorganic carbon, while it does not possess the water-holding and soil-enhancing properties of organic carbon, is nevertheless a significant sink for atmospheric carbon, though it typically changes at a slower rate.

2.4 Laboratory tests

Soil carbon cannot be measured directly. However, some methods are far more direct than others, and involve fewer assumptions and sources of error. Though there has been considerable buzz about the possibilities of remote sensing or high-tech field methods of assessing soil carbon, and some of these show promise, the gold standard remains careful, repeated field sampling followed by laboratory analysis by the dry combustion method, often called elemental analysis.

The dry combustion or elemental analysis procedure is the most accurate common test for soil carbon, and is often cheaper than other tests. Most research indicates that change in soil carbon occurs most readily in the soil organic matter fraction, so that if you detect change, it is likely to be in the organic carbon.

However, if carbonates are a significant percentage, your ability to detect change will be better if you have at least some idea of how much soil carbon is organic and how much is inorganic.

Dry combustion or elemental analysis. The most accurate standard laboratory test for soil carbon is dry combustion using an elemental analyzer such as those made by Leco, Perkins-Elmer, Elementar, or Carlo Erba. These instruments heat a small sample (usually a fraction of a gram) of dry pulverized soil to around 900° C and measure the CO_2 gas that is a combustion product. (They usually measure nitrogen as well.) The results are expressed as the percentage of carbon in the sample. The dry combustion

test oxidizes and measures total soil carbon: organic matter, charcoal, and carbonates. (There is a short listing of U.S. soil labs on page 32.)

Acid treatments. If the soils you are testing contain carbonates or inorganic carbon, and you wish to distinguish organic and inorganic carbon, many labs have an acidification option, in which a sample or subsample is treated with hydrochloric acid to remove carbonates, and then subjected to dry combustion to measure remaining organic carbon. Measuring organic and inorganic carbon separately thus requires acidification plus two dry combustion tests.

Loss on ignition and Walkley-Black. Less accurate are the more traditional loss on ignition (LOI) and Walkley-Black tests. Loss on ignition measures the weight loss of a dry soil sample after it is heated in an oven or muffle furnace to 360–450° C for a couple of hours. Walkley-Black is a wet chemistry method using potassium dichromate.

Neither of these tests measure total carbon. The Walkley-Black test does not usually give a full accounting of charcoal, and may miss some types of organic matter. Neither measures inorganic carbon.

The interest in soil carbon from the perspective of biosphere function or climate change is relatively recent. Many labs are accustomed to testing for soil organic matter for the purposes of calculating effective rates of herbicide application. For this purpose, soil organic matter is a liability because it lessens the effectiveness of herbicides on living vegetation, and loss on ignition or Walkley-Black tests are typically used.

Carbon fractions. Recently there has been increasing interest in classifying various types or fractions of soil organic carbon such as active, labile, particulate, occluded, light, or heavy, with various residence or turnover times ascribed to the various fractions. Ray Weil and others have recently promoted the use of potassium permanganate wet chemistry to measure active carbon in soil, which may give an earlier indication of soil carbon change.

Soil respiration. Soil respiration, the emission of carbon dioxide by microbial respiration, is a good indicator of microbial biomass, but may not correlate well with soil organic matter or total carbon. solvita.com/soil sells a few types.

Bulk density. The density of soils can vary over a wide range. Water has a density of 1 gram per cubic centimeter. Soils can have densities ranging from .1 for light peats to 1.8 for very dense, compacted mineral soils, often with little pore space for water and air. Organic matter is lighter than most mineral matter, so if organic matter increases in a soil, the density will likely decrease.

The test for bulk density is simple: oven-dry a sample of known volume to remove all moisture, and weigh it. The bulk density is the dry weight in grams divided by the volume in cubic centimeters.

form or aspect of soil C	tests	comment
organic C	dry combustion (prior acidification of sample will remove inorganic carbon), loss on ignition, Walkley-Black, soil respiration, active carbon tests	the largest and most important soil carbon pool
inorganic C (carbonates)	dry combustion (with organic carbon subtracted)	an important soil carbon pool, but slower to change
charcoal	dry combustion, Walkley-Black (partial)	recalcitrant form of organic matter
total carbon	dry combustion	for most purposes, dry combustion is the best and most accurate test
bulk density	oven-drying and then weighing a sample of known volume	essential to be able to quantify mass or tonnage of carbon in soil

2.5 Getting started

The forms of carbon you choose to measure **depend on your purpose**. The carbon cycle involves all forms, some slower, some faster. Measurements of net gain or loss of total carbon in soil can show the overall picture, but will not distinguish the forms and pathways.

Depending on purpose, some of the material in this guide may not apply. The main difficulty with any monitoring program is getting started. The best time to start monitoring is typically 10 or 20 years ago. The second best time is now.

1. Set up and sample one or more fixed plots or benchmarks now (see chapters 3 and 4). You can add more later.
2. Use the dry combustion test (CN analyzer) for analysis of total soil carbon.
3. Use the metric system as much as possible. It's easier to compare your figures to those of others, and some calculations are much easier.

Site selection and sampling design

The most meaningful indicator for the health of the land is whether soil is being formed or lost. If soil is being lost, so too is the economic and ecological foundation on which production and conservation are based.

Christine Jones

Because this guide focuses on measuring **change** in soil carbon, it recommends a system of fixed plot locations, in which multiple samples are taken. The idea is not to map soil carbon, but to establish benchmarks, indicator plots, or experiments by which change over time can be detected.

3.1 Mapping your site

There are many advantages to online mapping. Google Earth is a free program that allows you to draw lines, polygons, and points, see topography, and save and share your maps with others. For the U.S., range, township, and section boundaries and USGS topographical maps can be added as overlays. You can also map points and tracks that are recorded by a GPS receiver. There are free utilities that can calculate the area of polygons or boundaries from the .kml (keyhole markup language) files that Google Earth uses.

Geographical information system software (GIS) can also be used, but sharing is more limited.

Paper maps are durable and versatile. A map is not the territory, but a map, even a hand-drawn one, is better than no map for marking land divisions and plot locations.

3.2 Stratification

The purpose of sampling is typically to get useful data, with the appropriate resolution and confidence, while holding down costs. Stratification, the division of the soil to be sampled into layers or horizontal zones likely to have similar degrees of change, may

give better resolution and confidence without increasing the number of plots, and thus costs. For an example of how to process data from horizontal strata, see page 47.

A stratified sampling approach is most effective when three conditions are met:

1. variability within strata is minimized
2. variability between strata is maximized
3. the variables upon which the parcel is stratified (such as slope, vegetation cover, or management) are strongly correlated with soil carbon change

Vertical strata

Soil carbon is likely to vary with depth. Most soil carbon sampling thus defines one or more layers of soil, usually by the distance in centimeters from the soil surface.

For example, in a grassland where the average depth of dense roots is 30 cm, it may make sense to define the top layer as 0–30 cm, or further subdivide it into 0–10 and 10–30 cm layers. Separation into layers will affect your ability to detect change. The thinner the layer, the better the resolution—the ability to detect smaller changes. But thinner layers mean more complicated sampling, and higher laboratory costs.

Deeper layers may have less variation, but the tonnage of soil carbon can be significant below the surface layers. The liquid carbon pathway, by which plants exude photosynthetic compounds which are taken by mycorrhizae and then turned into humus by a variety of other microorganisms, may be pronounced in permanent grasslands. In sampling pastures at 0–10 cm, 10–25 cm, and 25–40 cm, I've often found carbon content higher in the 25–40 cm layer than in the 10–25 cm layer.

Horizontal strata

A peat bog is likely to have much higher carbon content than an arid upland soil. If it has been drained or partially drained, it may be losing carbon through oxidation, whereas the upland soil may be gaining carbon. Sampling these areas separately, as different strata, can significantly reduce the variability you encounter, thus boosting confidence and increasing resolution while not increasing the number of samples needed.

Differences in soil types, slope and aspect, vegetation cover, or management whether past or present may be good criteria for separating land into different strata. Mapping software, such as Google Earth, can help with this.

For the U.S., soil maps and reports for areas of 10,000 acres and under can be defined and then downloaded from the NRCS website:

websoilsurvey.nrcs.usda.gov/app/HomePage.htm

There are also soil survey layers for Google Earth, for example,

casoilresource.lawr.ucdavis.edu/drupal/node/538

3.3 Locating plots

The ideal in statistics is for sampling locations to be chosen at random, where each potential core sample location has an equal chance of being chosen. With small sample sizes, this is often not practical. Plots should be located in areas that are typical or representative of the stratum, or of the majority of the area you are dealing with. If you come to feel that one or more plots are badly located, you can establish others.

Plots should be representative of slope and aspect, and in hilly ground could include ridgetop, midslope, and bottom positions. Locating plots according to soil type can often work well for this.

Plots can also represent different management. For example, it may be instructive to locate a plot inside a grazing enclosure, so as to be able to compare the rate of soil carbon change under grazing management with that under rest from grazing.

It helps to think of plot selection as experimental design. How can you test your beliefs or hypotheses? It may even be possible to locate plots, or design an experiment, that tests beliefs that you don't even know you have.

It is a great advantage to combine soil sampling for carbon change with soil surface monitoring of biosphere function such as Land EKG or Bullseye. This will help you standardize plot locations as well as give you more results for your field time.

3.4 Sampling tools

Soil carbon can be most accurately measured by means of undisturbed samples, in other words intact cores that can be segmented by depth. Soil probes that cut a core are best for this. For rangeland and pastures, hand or hammer probes that have an open slot on one side tend to be easier to work with than probes that collect the sample within a plastic tube, because it is easier and quicker to detect gaps and clogs with a slotted sampler. The height of the slot limits the depth of your sampling. The rest of this guide assumes that you are using a soil probe that cuts intact cores.

Hand probes come in a variety of sizes and configurations. Some have a T-handle for pushing into the soil and others have various hammer attachments, such as a slide hammer, for harder soils. Some have replaceable tips, which are advisable with a hammer probe because you will hit rocks.

3.5 Sampling intensity within the plot

On unplowed grasslands, where variability tends to be high over short distances, 8 samples per plot are advisable in the surface layer. On regularly tilled ground, 4 samples per plot in the surface layer should be sufficient for most purposes. In forests, soil carbon variability can be very high because of buried rotting wood, and more samples should be considered.

Once you have decided on a sampling intensity for your plots, match your locations to the grid layout for consistency. For example, if you are taking 6 surface samples, 2 deeper samples, and 2 bulk density tests, you may choose to use grid locations 1, 4, 10, 19, 22, 25 for your surface samples, 10 and 19 for your deeper samples, and 4 and 22 for your bulk density samples.

The grid plot layout enables us to take multiple samples in a compact area, over multiple samplings, without resampling a previously disturbed hole. The mean or average carbon content of the plot provides a kind of benchmark for the plot area. We cannot in fairness resample the same soil on subsequent samplings, because of the potential effect of the disturbance on soil carbon content, but we can again take multiple samples from the same compact area, and thus estimate change over time for the plot.

If economics permits, you may wish to analyze core samples separately, for at least one of your plots in each stratum, during the baseline or initial sampling. The resulting data can indicate the variability among samples in a plot, and be used to gauge the sufficiency of your sampling design. During resampling, take multiple samples as before, but they can be bulked or composited by layer, thus saving lab costs.

Common conversions

starting with	multiply by	to get
acres	.405	hectares
hectares	2.47	acres
acres	4,047	square meters
hectares	10,000	square meters
tons of carbon	3.67	tons of carbon dioxide
tons of carbon dioxide	.273	tons of carbon
tons of carbon dioxide per acre	.11	tons of carbon per hectare
centimeters	.394	inches
inches	2.54	centimeters



Figure 3.1: Strong, sticky aggregation around perennial grass roots, caused most likely by abundant glomalin-forming mycorrhizae. USDA photo.

Sampling and field procedures

Once you have a basic design, assemble equipment and supplies, fill out the monitoring plan (page 38) and go take the samples. Sampling very dry soils or frozen soils is often difficult, and some soil moisture will make hand sampling easier. For consistency, it is a good idea to remonitor and resample at the same time of year as the initial baseline.

4.1 Lay out a transect and mark the plot center

One of the best ways to locate a permanent plot or microsite is by means of a **tape transect**. If possible, align the transect with permanent or long-lasting landmarks, and take a compass sighting as well as photographs and auxiliary measurements. During monitoring and sampling, the 200-foot or 50-meter tape will serve as a reference for all locations and sampling points.

The plot center should be at a certain point on the tape. Choose a plot center for a 4 × 4-meter plot where the plot area is relatively even and representative of a larger area. Pits, humps, or extensive rodent diggings at grid point 1 where you might take bulk density samples should be avoided.

At each end of the tape, permanent markers such as steel rebar stakes, bent in an upside-down J shape so as not to pose a hazard, can be set flush to the ground, perhaps through a piece of aluminum can for additional visibility. A white plastic bucket lid, though it may not last more than a few years in full sun, is also a visible marker and handy to stand on for consistent photos. Carefully record all locations, and take photos up and down the transect, using a small whiteboard or chalkboard as a label with date and project information.

I recommend marking the end points of the transect, rather than the plot center, which can be located by restretching the tape once the endpoints are located. The end points should be marked with something that will not interfere or pose a hazard to livestock, vehicles, agricultural equipment, etc. In pastures, an 18-inch section of $\frac{3}{8}$ -inch rebar can be bent in a J or eye, perhaps with a couple of feet of aluminum wire affixed at one end for easier relocation, and driven flush. In cultivated fields a piece of steel such as rebar can be driven into the soil below the tillage layer, and subsequently located using a metal

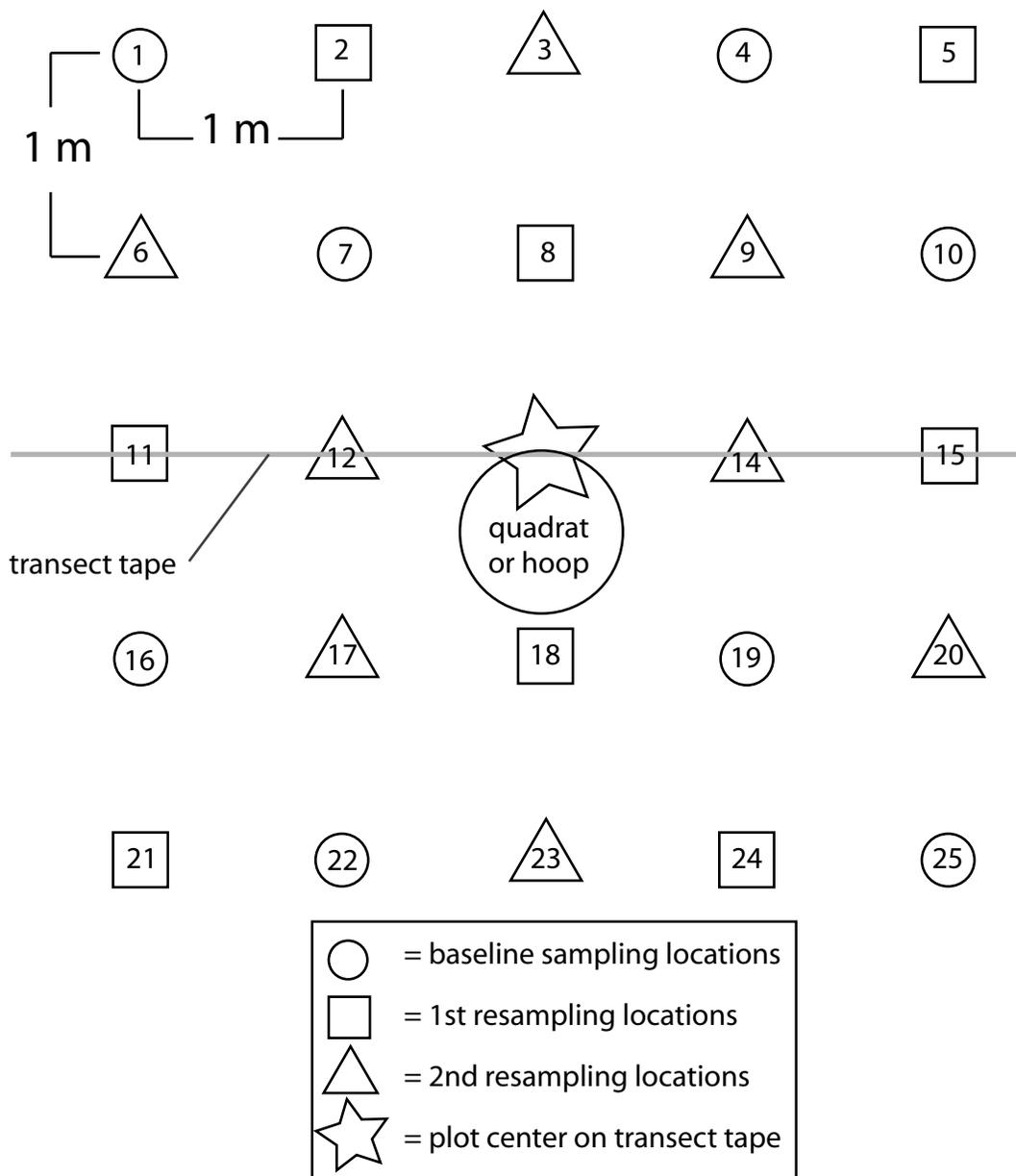


Figure 4.1: A **grid plot layout** provides 24 sampling locations, a meter apart, in a 4×4 meter square around the center point. At each sampling, up to 8 cores can be taken in previously unsampled points. Each core sample should be identified by its plot identifier as well as its numerical position on this grid, for example MF4-A21 indicating Muggy Farm, plot 4, position 21, layer A. For bulk density samples, use MF4-A21BD. If soil pits are needed, choose one of the outside locations. Use grid locations for bulk density sampling as well. After three samplings, the grid spacing can be expanded from 1 to 1.5 m to provide additional, previously unsampled points.

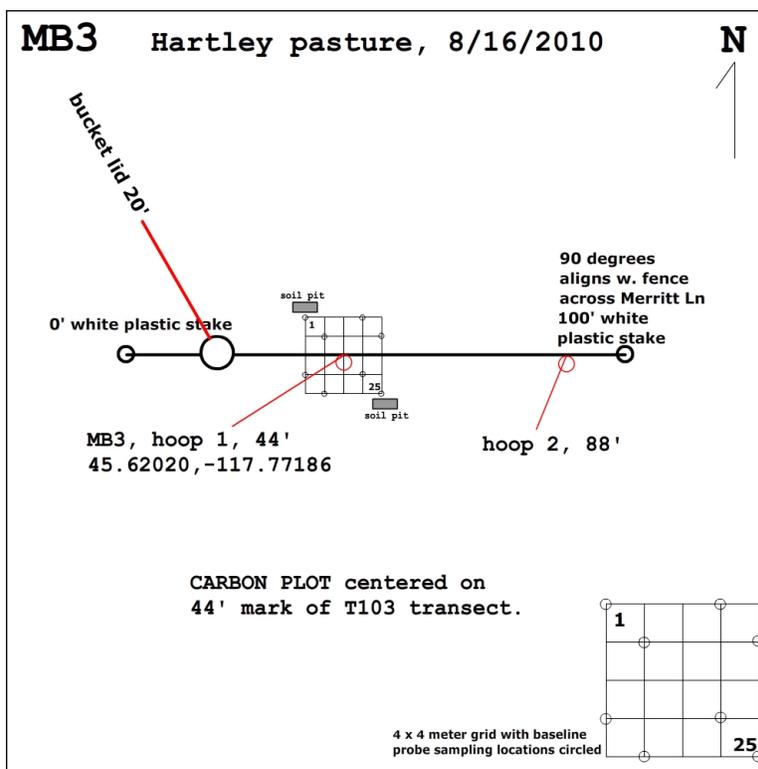


Figure 4.2: One of the best ways to locate a plot or microsite permanently is by means of a **transect**. If one or even two of your markers disappear, you can still relocate it. Draw a sketch map of each transect and plot as a guide for those who might remonitor the site. This will help you too. Note that this sketch map includes the 4 × 4-meter grid layout with the baseline sampling points indicated.

detector. In pasture lands, a plastic bucket lid fastened to the ground with pole barn nails may be a good marker, but not where wild pigs are common. I prefer three permanent markers.

A GPS receiver is a great idea in recording the photo point or ends of a transect, for general navigation and mapping, but don't rely on consumer-grade receivers to relocate your markers. Lines of sight and permanent markers, plus tape and compass, are superior.

Measured distances and compass bearings from fixed posts or landmarks can give additional means of relocating the plot. Plot locations can also be combined with soil surface monitoring locations.

Remember, if you can't find your transect or relocate it accurately, your work is wasted!

Do not mark plot centers with steel fence posts, as livestock or game may use the post as a rub, and potentially influence soil carbon change in the plot through their localized behavior and effects on the soil surface.

4.2 Soil surface observations

If your purpose with soil carbon measurement includes guiding management, this guide strongly recommends that you combine sampling for soil carbon with systematic monitoring of above-ground conditions. Land EKG is a good practical method for qualitatively and quantitatively assessing biosphere function in grasslands. Bullseye! monitoring is another. Either the Land EKG hoop or the Bullseye quadrat, plus related observations, should accompany soil carbon plots on rangeland.⁴

The 30-inch-diameter Land EKG hoop or should have its edge at the plot center (south edge in the southern hemisphere). A Bullseye quadrat can be located similarly. At the very least, take a photograph straight down onto the hoop or quadrat from approximately chest height while standing on the plot center. Include in the photograph the data sheet in this guide with the plot identifier, latitude and longitude, and date written large and clear.

As you observe changes in the conditions at the soil surface, for example better plant production and soil cover, so too you may observe an increase in soil carbon.

Look closely for signs of soil movement, erosion, or deposition. Wind or water moving soil across the landscape can be a significant cause of change in the amount of carbon measured over time. Plant pedestaling, litter dams, rills, or signs of sheet erosion all indicate soil loss. Tillage tends to erase signs of soil movement. Where soil is moving horizontally across landscapes, there is much less certainty about the causative processes of soil carbon change.

4.3 Lay out the plot

Stretch the tape. It is best to align the tape with landmarks if possible, for easier relocation. The very best is to align something near (say a church steeple or permanent power pole) with something far (such as the peak of a mountain).

With a sighting compass make sure cell phones or other magnetic influences are not nearby. Take a compass bearing along the tape. Choose a photo point (not necessarily the plot center) and take photos up and down the tape, making sure the tape bisects the photo, and include the foreground.

With a GPS receiver, get the coordinates of the photo point, preferably decimal degrees to five places. Write it down.

Use a meter stick to find grid locations relative to the plot center. Right angles can be trued by sight or by measuring 1.41 meters diagonally. For example, if your plot center is at 88 feet, set two meter sticks end-to-end at right angles from the 81.5-foot mark to locate one corner. Lay your meter sticks along the ground.

4.4 Use probe to take samples

After you have made soil surface observations, go after the core samples, trying to minimize disturbance of the soil surface while you do this.

The main thing to achieve here is taking a core sample that is representative of the layer you are sampling. If for example you are sampling to 40 cm, push your probe a bit more than 40 cm into the ground. Use a meter stick, or half a meter stick, to section your sample according to the layers you are sampling.

If there is crop residue, thatch, or partly decomposed litter, it is best to remove these gently from the soil surface with your fingers or a tool **before taking a probe sample**. Standard practice in soil carbon work is not to include the litter layer in soil carbon, but to begin sampling at the upper surface of mineral soil. Where sod is present, or litter is partially decomposed, this can be a difficult boundary to identify and create. Most laboratories will run samples through a 2-mm sieve, so pieces of litter in the sample can be ignored.

If your sampling location coincides with a woody plant of any size, do the best you can to get a soil sample at that location while minimizing damage to the plant, remembering that root fragments are generally sieved out during sample preparation, and can be discarded from the sample once they are clean of soil.

When taking samples below the surface, be sure that your core is uncontaminated by litter or by soil from other layers. Pile soil from digging or auger work onto a plastic or canvas sheet, and replace the soil when you are done.

Hand and foot operated probes work well in many situations. For loose and moist soil, thin-walled probes work best because they compact the least, and are least likely to clog and continue to penetrate, thus not taking a full core. In some clayey soils, a little water may help (but be sure the water does not contain significant amounts of dissolved solids such as calcium carbonate). Firmer soils will favor sturdier and thicker-walled probes, with slide hammer attachments often handy. Hydraulic probes are excellent for taking samples in hard dry ground, and for taking deeper samples. A probe with a diameter of an inch or somewhat less will give you a sample of adequate volume. Larger-diameter probes will retrieve larger samples, which you may want to divide lengthwise so as not to send pounds and pounds of soil to the lab for each sample.

4.5 Soils with abundant rocks, gravel, or coarse fragments

Small hand probes aren't effective in soils with lots of rocks or gravel. If it proves impossible to sample one or more layers fully because of rocks or gravel, you may choose to sample as best you can, note the depths of your samples, and move on. You may wish to add an extra plot or two if this occurs.

Rocks and coarse fragments may contain a significant portion of organic carbon in fissures and weathered pockets, and so pose an issue for measurement as well.

As grinding the rocks into powder for analysis is often impractical, the soil fraction consisting of particles larger than 2 mm is usually ignored.

In rocky or gravelly soils, it may be most practical to gather two samples each from four small soil pits, taking care to note the size and location of the pits relative to the plot center, so that future sampling can use different locations, and to restore the pits upon completion as fully and carefully as possible. To sample from a shovel pit, you should sample from the sides so that you know where the soil is from. For example, to sample 3 layers in a 40 cm pit, scribe the sides of the pit at the division points (e.g. 10 cm, 25 cm) and take samples from the side of the pit using a spoon.

4.6 Characterize the soil

For the plot, you may choose to describe all, some, or none of the following. These descriptions can give valuable context to your observations, but they may or may not be relevant to your purpose in monitoring soil carbon or biosphere function. These descriptions are all variable and subject to interpretation. Soil carbon is perhaps the best soil health and condition indicator, and it can be measured accurately via dry combustion/elemental analysis.

1. **Location notes.** Describe the location, and any correlations with soil surface monitoring transects or sites.
2. **Slope, aspect, and vegetation.** Approximate slope, and direction it is facing. If your sighting compass doubles as an inclinometer this is easy. Characterize the vegetation to the best of your ability.
3. **Moisture status.** Wet, dry, or moist. Use a moisture tester if you wish.
4. **Structure.** Is the soil granular, like sand, blocky, platy, prismatic, columnar, single grained, or massive?
5. **Consistency.** Is the soil loose, friable, firm, or extremely firm?
6. **Texture.** Approximate proportions of sand, silt, and clay.
7. **Rocks and roots.** None, few, many.
8. **Carbonates.** Carbonates such as calcium carbonate, CaCO_3 are inorganic. A few drops of distilled vinegar applied to soil (hydrochloric acid or HCl is the more serious approach) will effervesce if carbonates are present. Your ear rather than your eye may be a more sensitive detector of effervescence: put some soil in your palm (or in a ceramic dish if using hydrochloric acid), add a few drops to the soil, bring to your ear and listen closely.

9. **Aggregate stability** using the sieve test described in *Indicators of Rangeland Health*, Appendix 7, or
wiki.landscapetoolbox.org/doku.php/field_methods:soil_stability
10. **Infiltration** such as a timed test using a tension infiltrometer.

For each core sample, **note the top and bottom depth in centimeters**. This is essential data. Characterize the litter-soil boundary, and note any differences from other samples in the plot.

4.7 Bag the sample

For samples to be analyzed singly, take the core from the top to bottom depth and place it in your sample bag.

Label each sample bag with a clear and unambiguous identifier with a permanent marker. The sample identifier should make reference to the land parcel, the plot, and the position of the sample with respect to the EZ-grid plot layout (page 21). For example, B6N3-A4 could refer to the Bar 6 Ranch, plot 3, soil layer A, grid position 4.

If you are combining several samples for analysis, a bucket or plastic container is handy for mixing or combining samples. Each sample or core should be evenly representative of the entire layer sampled, as soil carbon often decreases with depth.

Be sure to air-dry your samples as soon as possible after sampling to minimize oxidation of soil carbon.

4.8 Going deeper

It can often be difficult to push hand probes deep into the ground, starting from the soil surface, especially when soils are dry. Hammer-driven probes may be needed. It is sometimes necessary to excavate down to the next depth with the shovel or bucket auger, and start the probe from there, or obtain the sample in stages. Always be careful not to include soil or material from other layers. Some slotted probes will pick up soil along the bottom of the slot from other layers as they are pulled out, for example.

In rocky or otherwise difficult ground, hand-probe cores may be difficult or impossible to obtain. An alternative procedure is the **soil pit**, basically a hole in the ground with at least one vertical side which can be made with a shovel. Get your samples from the sides of the pit using a spoon, again taking care to make each sample representative of the entire layer sampled. If there are rocks or gravel present, do your best to collect a representative sample of fine earth from the top to the bottom of the layer.

4.9 Sampling for bulk density

Bulk density is the dry weight per unit volume of undisturbed soil. Measuring it requires taking a sample of known volume, drying it, and weighing it.

A simple and practical bulk density core sampler can be made out of a section of sturdy steel pipe about 3 inches or so in diameter. Exhaust pipe works well. Cut a section about 4 or 5 inches long, making sure the cuts are true and square. With a file or grinder, bevel the edge on one end from the outside of the pipe toward the inside at about a 45-degree angle. The inside edge should be square and reasonably sharp.

To take a bulk density sample, use a trowel or putty knife to prepare a flat plane surface of undisturbed soil near the midpoint of the layer you want to sample, at one of the grid locations. This can be a horizontal or vertical surface. With the block of wood and a hammer, tap the corer square into the flat surface of soil, at least 2 or 3 inches.

If the soil surface inside the ring moves inward as you tap, you are deforming the soil and may need to use the clod method described below.

The depth of the ring determines the soil volume contained. With a short metric steel rule, take four measurements, evenly spaced around the ring, of the distance between the outer or blunt edge of the ring to the soil surface within. The best steel rule to use is one with a movable slide or shirt-pocket clip, as you are often working in the bottom of a dark pit and can't read it accurately. The clip allows you to probe the depth from the rim of the sampler to the soil surface, and then remove the rule to read the distance in millimeters.

The average of these four measurements in centimeters, subtracted from the length of your corer, gives you the length of your bulk sample. Multiply this by the cross-sectional area of your corer (πr^2 , where r is the inside radius of your corer) to get your volume. Using centimeters, your result will be in cubic centimeters, which simplifies the bulk density calculation. For example, my corer, made from a section of 3-inch steel pipe, has a cross-sectional area of 41.51 cm and a length of 11.0 cm. After I tap it into a flat surface of soil, it protrudes 5.65 cm (average of four measurements around the circle). The length of my sample is $5.35 \text{ cm} \times 41.51 = 222.0785$ which I round to 222.1 cubic centimeters. **Write the volume in cubic centimeters, as well as the plot, grid position, and layer identifier, on your sample bag with a permanent marker.**

It is best to take these measurements **before** excavating your corer. In some situations you may want to seal the top of your corer with your sample bag and a rubber band so that no soil or other material leaves or enters the corer during excavation.

Now you are ready to excavate the corer. With the trowel or sharpened putty knife, carefully excavate the buried sharp end of the corer, so as not to interfere with the soil within it, until you can cut off the sample, flat and flush along the sharp edge of the corer (a serrated knife works well for this). Now you have a known cylindrical volume of undisturbed, uncompacted soil. Push it out of the corer and into your labeled sample bag, taking care to collect the entire sample. This may take a bit of practice.

The clod method

If you cannot take a sample using the this method because of gravel and rocks, or because the soil fractures or crumbles easily when the corer is tapped in, you may need to use the clod method.⁵

At one of the grid sampling locations, prepare a level plane surface of undisturbed soil at the needed depth, about midway down in the layer you are sampling. With the trowel, dig a bowl-shaped hole about 3 inches deep and 5 inches in diameter. Avoid compacting the soil around the hole while digging. Place all of the soil and gravel removed from the hole in a plastic bag.

Put the soil in the plastic bag through a 2-mm sieve and into a clean bucket. Put the sieved soil back into the plastic bag, and keep the gravel and rocks in the sieve. (If the soil is too wet to sieve, you'll need to save it for later, when you can air dry it, sieve it, and account for the volume of gravel by displacement in a graduated beaker or cylinder.)

Carefully line the hole with plastic wrap, leaving excess around the edge of the hole. Place the sieved rocks and gravel carefully in the center of the hole atop the plastic wrap, making sure they do not protrude above the level of the soil surface.

Using the 140-cc syringe to keep track of the volume, fill the hole with water up to the level of the soil surface. The volume of water required is the volume of the sample you have in the plastic bag. Write this volume in cubic centimeters on your sample bag.

Drying and weighing

Most soil labs will dry and weigh samples to calculate bulk density. You may also do this yourself, after the field sampling, if you have a gram scale accurate to .1 gram.

After the sample has been thoroughly air-dried, spread it on a microwaveable paper plate of known weight. (Large samples may require more than one paper plate.) Weigh the sample. Dry the sample thoroughly using a microwave at full power for 1–3 minutes depending on the size of the sample. If you smell smoke, you are overdoing it, combusting organic matter! Weigh the sample again, and record the weight. Microwave it again for 15 to 30 seconds. When it no longer loses weight after a short drying cycle in the microwave, it is dry. Record the weight of the dry sample in grams, less the weight of the paper plate of course. The bulk density D is

$$D = \frac{W}{V} \quad (4.1)$$

where W is the weight in grams and V is the volume in cubic centimeters (even including sieved-out rocks; see below).

It is important that the bulk density sample be as similar as possible to the carbon samples. If there are rock fragments larger than 2 mm in your bulk density sample, sieve out the rocks over 2mm in diameter and note the volume of the rocks using displacement with a graduated cylinder or beaker. However, and this is important, **do not subtract the**

volume of the sieved rocks over 2mm in diameter from your sample volume, but do not include them when weighing your oven-dried sample. In effect, this assumes that there is no carbon in these rocks, which may or may not be true, but unless you want to grind and analyze the rocks, you are better off just using the lower bulk density figure that results from not weighing the rocks in calculating the tons per hectare of carbon.

4.10 Resampling

It is common to wait three years or more between the baseline or initial sampling for soil carbon, and the first resampling. Weather can influence soil carbon accumulation or loss, and the longer you wait, the greater chance you have of detecting change due to management.

Resampling can follow most of the procedures outlined in this chapter, with two major exceptions:

1. To measure change, you will compare the mean carbon content for a plot at baseline with its mean carbon content on resampling, by layer of course. Thus it is not necessary to analyze samples within a plot separately, in order to assess within-plot variation. It is a good idea to take multiple cores as before, but they can be composited or bulked for analysis. For example, if you took 8 samples from the top layer during the baseline sample and analyzed them separately, you may now mix them thoroughly in a bucket and send off one or two subsamples of this mixture for analysis.
2. If the bulk density of a layer has changed more than a percentage point or two, you may need to engage in a bulk density correction.

4.11 Correcting for changes in bulk density

However, if the bulk density has changed more than a couple of percent, there is a wrinkle. We are now no longer comparing equal masses of soil.

Let's say the resampling, again to a depth of 15 cm, shows 2.0 percent carbon but with a bulk density of 1.15. Following the calculation below, we get 34.5 tons per hectare, a gain of only .525 tons per hectare per year. But because of the decrease in bulk density, we are sampling a lesser mass of soil than in the original sampling.

One strategy is to measure bulk density first on resampling, where possible. Compare it to the initial measurement, and then adjust sampling depths (and thus volume of soil sampled) so that you are sampling the same mass of soil. Use this equation to calculate the new volume that you should sample:

$$V_2 = \frac{V_1 \times D_1}{D_2} \quad (4.2)$$

where V_1 is the initial volume sampled, V_2 is the new volume to be sampled, and D_1 and D_2 are the first and second bulk densities measured. You can then divide the new volume by the area to get the new depth.

In cases where bulk density cannot be measured first, correction factors can be calculated for this eventuality.⁶ Where bulk density has decreased, it involves sampling somewhat deeper, so that an equal mass of soil is compared, and adding the carbon in the additional depth.

Where bulk density increases, correction will involve resampling the bottom of the sampled layers and subtracting the carbon measured.

If bulk density changes, and you cannot adjust your depth of sampling, be sure to qualify your results by reporting it.

Getting your samples analyzed

In the U.S., many land-grant universities have soil and forage analysis labs that perform the dry combustion test using CN (carbon-nitrogen) or CNS (carbon-nitrogen-sulfur) analyzers, such as those made by Leco, Perkins-Elmer, Elementar, or Carlo-Erba. Many of these labs also do some sample preparation such as drying, sieving, and grinding.

Private soil labs are less likely to do elemental analysis, because it is more of a research analysis than a guide to chemical application.

5.1 Sample preparation

Air dry your samples as soon as possible. Just as plowing and tilling soil exposes soil organic matter to rapid oxidation by common bacteria, taking a sample of moist soil and keeping it in a sealed bag will result in oxidation. One common method is to spread each sample on a paper or plastic plate or piece of clean paper, with the labeled plastic bag underneath or stapled to the plate or paper, and when it is dry, return the sample to the labeled bag for shipping to a lab.

Laboratories vary in their sample preparation procedures, which can have significant impacts on the reported results. The drying, sieving, and grinding aren't all the same. Some labs may not sieve samples, thus including significant root fragments or litter, which are likely to boost carbon content.

A common standard is to air-dry soil samples, crush them or grind them enough to pass through a 2-mm sieve to remove gravel and root fragments, and then pulverize the sample in a grinder or mortar and pestle. Some researchers or labs may remove visible plant and root fragments by hand after sieving, but others do not.

One option is to do the sample preparation yourself. This will require a mortar and pestle (Coorstek 750ml porcelain mortars are often used) and a 2-mm sieve. After breaking up the clods in the sample so that they can be sieved, spread the sieved sample on a sheet of paper and collect a **carefully representative subsample** for fine pulverization in the mortar. This subsample is then subsampled for the elemental analyzer. So careful homogenization and subsampling is critical to accurate measurements.

For detecting change, the most important thing is **consistency between measurements**.

5.2 Storing samples

In measuring change, you don't get any data until your resampling is analyzed. It is possible to store your dried, bagged baseline samples in a cool, dark, dry place, and only send them for analysis along with the samples from the resampling. This strategy has the advantage that the sample preparation and analysis at the lab is likely to be more consistent when the work is done at one time, rather than with a gap of three or more years.

5.3 Split sampling to test your lab

Mix a core sample very thoroughly in a bucket. With alternating spoonfuls, bag it as two or more samples, labeled separately. Keep a record that this is a split sample.

1. Send both samples to the same lab, and compare the results. This is one way to sample a lab's work.
2. Send each sample to a different lab.
3. Have one sample tested, and store its twin in a refrigerator or cool, dark, dry place for a year, which should not change the carbon content provided that the sample is thoroughly dried before storage. Then send it to the same lab that tested the first sample.

5.4 U.S. labs that do elemental analysis or dry combustion test

Use the internet to get more information. It is a good idea to call to get an idea of what their testing procedures are, and sample preparation. Some labs, for example, will routinely try to separate organic and inorganic carbon for you, especially if the pH is above 7 or an acid test indicates the presence of carbonates, and are unaccustomed to running total carbon tests on all samples.

Most labs accept samples by mail or package service.

institution	web address
Oklahoma State	www.soiltesting.okstate.edu
Utah State	www.usual.usu.edu
Oregon State	cropandsoil.oregonstate.edu/cal
University of Idaho	www.agls.uidaho.edu/as1/

Data

Our results suggest that grassland soil C changes can be precisely quantified using current technology [soil sampling and dry combustion] at scales ranging from farms to the entire nation.

Rich Conant and Keith Paustian,
“Spatial variability of soil organic
carbon in grasslands” (2002)

What you do with your data depends on your purpose, why you are measuring soil carbon change.

If you are only interested in quantifying the tons of carbon added, may want only the mean or average. This is a drastic simplification of the data. While it may appear to be precise, and to tell a simple story, much is being left out. Averages leave out lots of relevant detail: the average human has approximately one ovary and one testicle. Keep all your raw data. You may want it later.

6.1 Carbon calculations

After you have gotten analysis results from your lab, you may make some basic calculations. But it is only after resampling that you will have any idea of change in soil carbon.

To calculate mass of carbon in a single stratum (layer of soil in a horizontal stratum), it takes three factors. Use this formula:

$$C_T = C_F \times D \times V \quad (6.1)$$

where C_T is total carbon for the layer in metric tons, C_F is the fraction of carbon (percentage carbon divided by 100), D is density, and V is volume of the soil layer in cubic meters.

For example, let's say our plots in this stratum average 1.8 percent carbon, our bulk density is 1.20, and we're sampling to a depth of 15 cm on a 12-hectare field. Since there are 10,000 square meters in a hectare, our volume is $120,000 \times .15$ m, or 18,000 cubic

meters. So our total carbon for the layer is $.018 \times 1.2 \times 18,000 = 388.8$ tons, 32.4 tons per hectare.

If we resample this field after four years and our plots average 2.0 percent carbon, and the bulk density is still 1.20, we now have 432 tons C or 36 tons to the hectare, an average gain of 3.6 tons per hectare, or .9 ton C per hectare per year.

A shortcut equation giving tons of carbon per hectare is:

$$T = Th_{cm} \times D \times C_{percent} \quad (6.2)$$

where T is tons of carbon per hectare, Th_{cm} is the thickness of the sampled layer in centimeters, D is density, and $C_{percent}$ is the percentage of carbon. If testing several layers, add the tonnage in each layer to get a total tonnage for the layers sampled.

You can then qualify your results with confidence intervals and standard error if you wish (see statistics chapter) and/or get some qualified help with statistical processing.

6.2 Replicability

These three factors—volume of the layer sampled, bulk density, and percentage of total carbon—are critical for a replicable, consistent measurement. There are two additional factors as well.

1. The volume of the layer sampled means you must be accurate in measuring and sectioning soil probe cores, and get an even representation of the layer in each core. Do not just scoop up a sample of soil from somewhere close to the depth desired.
2. Good bulk density measurements are needed. The bigger the better, and two are better than one.
3. Sample drying, subsampling, and elemental analysis (dry combustion) should be accurate and consistent.
4. Permanent location of sample grid sites is critical. Consumer-grade GPS receivers are helpful but not sufficient to locate transects markers. If you, or someone else, can't find the plot or microsite, the measurement is not replicable or repeatable. Multiple permanent stakes or markers, use of metal detectors to find steel stakes, and measurement and triangulation to permanent landmarks, and the mapping of each site are needed for replicability.
5. Open yet secure data. If you are using proprietary or secret methods, or if you don't publish raw data with clear indications of how the data was obtained, your measurement is not replicable.

6.3 Greenhouse gas emissions

Many people are justifiably concerned about the totality of greenhouse gas emissions from agriculture and ranching. They may ask, so what if you're sequestering carbon in the soil. What about all the methane that your livestock are producing? Or the nitrous oxide? Or what other kinds of carbon dioxide emissions are you causing?

Greenhouse gases—so called because though they are transparent, they absorb radiation in a variety of wavelengths, and re-emit a portion of it as heat—include water vapor (the principal greenhouse gas), carbon dioxide or CO₂, methane or CH₄, and nitrous oxide or N₂O.

If you wish to account for your emissions of some of these other gases, there is a rudimentary calculator in Excel format, targeted to grass-based cattle producers, at soilcarboncoalition.org/calculator1

However, it can be difficult or expensive to quantify rather than model emissions in your particular case, and water vapor is not included in the calculator. Likewise the rate of methane oxidation by soil bacteria is not typically measured.

6.4 Data entry and mapping

Many labs will offer to email data from multiple samples to you in a spreadsheet form such as Microsoft Excel. This can save you a lot of data entry if you have many plots. Some labs can begin with a spreadsheet that you submit, that could contain your plot and sample identifiers as well as dates and GPS coordinates where the sample was taken.

To display your data on Google Earth or Google Maps, you need a .kml file, which is a text file in the Keyhole Markup Language format. There are a number of software tools that can help you convert spreadsheet files into .kml and display data as points with information balloons on Google Earth or Maps. Google Fusion Tables are a handy way to map multiple data points. See also zonums.com for a free spreadsheet-to-kml tool.

Data interpretations may vary and change. So it is a good idea to keep raw data, and any information that might show how it was arrived at.

6.5 The Soil Carbon Challenge

Merely measuring something has an uncanny tendency to improve it.

Paul Graham

You may also submit your results to the Soil Carbon Coalition, a nonprofit organization dedicated to advancing the practice, and spreading awareness of the opportunity, of turning atmospheric carbon into soil organic matter. The Soil Carbon Coalition can present your data and display your results on a Google map.

See soilcarboncoalition.org/changemap.htm for the map, which shows measured instances of soil carbon change in the same location.

Where monitoring is facilitated and led by a trained third party monitor, in accordance with this guide, the Soil Carbon Coalition will accept entries for the Soil Carbon Challenge, a public, international, yet localized competition to see how fast and how well land managers can turn atmospheric carbon into water-holding, fertility-enhancing soil organic matter.

The purpose of the Soil Carbon Challenge is to enable us to learn how to better manage the carbon cycle, which greatly influences water cycling on land. It is not designed as a “fix” for climate change, but to enable learning on the part of both land managers and larger society based on results and measurements, rather than on various kinds of advocacy or solutioneering.

If we measure, pay attention to, and publicly recognize the conversion of atmospheric carbon dioxide into soil carbon, it will assist a fundamental transformation—to managing *for* what we want and need (soil organic matter) instead of *against* what we don’t want (e.g. fossil fuel emissions).

Because of this purpose the Challenge does not often use a high number of plots for each property—in some cases only one—a biased selection—usually chosen to be fairly representative of a major portion of the property being managed.

See soilcarboncoalition.org/challenge for current information.

Forms and checklist

Following are some forms and a checklist that should tell you at a glance what is involved in measuring soil carbon change, and help keep you on track through the process.

7.1 Basic equipment

item	description
sharpshooter shovel	a long narrow-bladed shovel
soil probe (smaller diameter)	for extracting soil cores
hammer probe	for sampling more difficult soils
bulk density corer	short section of 3-inch pipe, outside beveled on one end
hammer, wood block	for tapping in bulk density corer
140 cc syringe, plastic wrap	for measuring clod volume
6-inch steel rule, metric	for measuring bulk density cores
2-mm sieve	for sample prep and bulk density clod method
plastic or canvas sheets	for piling dirt from holes
plastic containers	for collecting and mixing samples
serrated knife and sharpened putty knife	for cutting soil
sharp pointing trowel	for shaping and excavation
sample bags	quart ziplocs work well
permanent markers	for labeling sample bags
camera	for photographing plots
GPS receiver	for mapping plots
sighting compass/inclinometer	for laying out plots
meter sticks	for measuring cores and laying out plots
200-foot or 50-meter tape	for laying out plots and fixing location
clipboard and data forms	for recording data

7.2 Monitoring plan

Name of parcel:	acres/hectares:	sampling #:
Purpose. Why?		
Other monitoring:		
major soil types/zones	approx. size or %	number of plots

TOTAL PLOTS: _____

FIRST SOIL LAYER	top (cm): _____	bottom (cm): _____
samples per plot: _____	number of analyses: _____	
SECOND SOIL LAYER	top (cm): _____	bottom (cm): _____
samples per plot: _____	number of analyses: _____	
THIRD SOIL LAYER	top (cm): _____	bottom (cm): _____
samples per plot: _____	number of analyses: _____	

add analyses for layers to get Total carbon analyses per plot: _____
 multiply by number of plots to get **TOTAL carbon analyses:** _____

Number of bulk density tests per plot		
first layer: _____	second layer: _____	third layer: _____
		TOTAL: _____
multiply by number of plots to get TOTAL bulk density tests: _____		

Unit costs quoted by soil lab: _____		
C analysis: _____	bulk density: _____	sample prep: _____

TOTAL ESTIMATED LAB COSTS: _____

7.3 Monitoring checklist

1. Map your site, with boundaries and possible horizontal strata. Google Earth is a good tool for this, but a paper map works too. (*baseline only*)
2. Fill out the monitoring plan on page 38. Depending on your purpose, use sampling calculators (page 49) to help you decide on the number of plots for each stratum, and the number of samples per plot, and where in the grid they will be.
3. Collect any necessary equipment and supplies, including those needed for any additional monitoring. Where underground utilities are a possibility, call before you dig.
4. Choose plot sites, using your maps and monitoring plan as a guide. Give each one a unique identifier. (*baseline only*)
5. At each plot, record its location with GPS, compass, and tape measure. Draw a map of the plot area (*baseline only*)
6. Do any observations and data collection for soil surface monitoring. Photograph the plot center hoop from chest height, labeled with plot identifier, latitude and longitude, and date writ large on side 1 of the plot data form.
7. Take bulk density samples and bag them, writing the volume in cubic centimeters clearly on each bag.
8. Record bulk density samples, optional soil info on plot data form.
9. Lay out the sample locations you will need using tape and meter sticks, and take sample cores. Use the grid diagram on page 21 for layout and sample locations.
10. Replace soil that you have excavated, pick up your tools.
11. Spread your samples on plastic picnic plates, with sample bags labeled and stapled to them, to air dry.
12. Pack your air-dried samples in a box and send them to your lab.
13. If you are doing your own bulk density tests, do them and record results.
14. Record and process data when you get results back from the lab.

7.4 Plot data form

The following two pages can become a two-sided form for recording data. On one side, write the plot identifier, latitude and longitude (decimal degrees is best if you plan to work with Google Earth or .kml files), and date. Write large, in permanent marker, and

photograph this form with the soil surface. Use the other side to record plot and sample data.

Because of the common failure of digital cameras to record black text on white paper in bright sunlight, it is best to copy these data forms onto grey or tinted paper (or card stock).

When you get lab results, you can enter these, and then enter the data into a spreadsheet for analysis and mapping. But hang onto your plot data forms, even after you enter the data in a spreadsheet or web application. They are the most secure form for data, and the raw data is often much richer and more informative than the statistical interpretations such as mean and standard error.

plot data sheet for soil carbon, side 1: write large, and photograph this sheet with soil surface

plot identifier

latitude

longitude

date

Signal vs. noise (statistics)

It is far better to have an approximate answer to the right question than an exact answer to the wrong one.

John Tukey

Because of variations in soil carbon and rates of change from place to place, and because we can't and shouldn't combustion test all soil for carbon content, estimating soil carbon accurately (or change in soil carbon) is a sampling problem involving statistical probabilities. This chapter may give you some understanding and background for the statistical issues that a sampling design should take into account. The first section below is the basics, and then comes the harder math, which you can get help with from others.

Use what you want. As mentioned previously (page 7), the sources of uncertainty depend on your purpose. Statistical uncertainty, while it may be quantified more easily than other kinds, may not be the major source of uncertainty or risk in achieving your purpose or objective with soil carbon measurement. If your purpose is feedback to management or to find out what's possible in improving soil carbon at a few strategic locations, statistical knowledge may not be helpful.

8.1 Sampling and probability

Three tax returns, randomly chosen, are unlikely to give you an accurate view of the average personal income in a town, its spread, or its rate of change. So too with soil sampling. According to widely accepted statistical theory and practice, the confidence that the mean or average of your samples is close to the overall mean of what you are sampling increases in proportion to the square root of the number of samples.

With 16 samples you will be twice as confident as with 4. The probability that the average of your samples is a fluke decreases by half. With 64 samples you will be 4 times as confident.

The other factor that affects confidence is variability. The more variable the percentage or change in soil carbon, for example, the more samples you will need to reduce the

probability that the mean of your samples differs significantly from the mean of what you are sampling.

Each sample takes time and labor to obtain, and money to have it analyzed. Thus there is a tradeoff between high levels of confidence or statistical power on the one hand, and trouble and expense on the other. Where you draw this line depends on your purpose in sampling.

When we are **measuring change** in soil carbon, the sample or data point is the change or difference in the carbon content at a single plot over a time span. Some of the statistical discussions in the current literature about measuring soil carbon can be confusing because they are oriented around measuring carbon at one point in time.

Variability, and the number of samples or data points, are the factors that govern statistical accuracy and confidence. When measuring change, one of the best ways to detect a signal over the “noise” of spatial variation is to measure carbon content in a small area (the plot) over time. The closer you can get to comparing apples to apples, the easier and more accurate the measurements.

8.2 Standard error

Perhaps the most widely used description of the margin of error in sampling is the standard error or sampling error (SE), often described as the standard error of the mean, or the standard deviation of all possible sample means of the given sample size:

$$SE = \frac{\sigma}{\sqrt{n}} \quad (8.1)$$

where σ is the standard deviation of all the possible soil cores in the layer (for which s , the standard deviation of the sample, is the best estimate) and n is the number of soil cores. For example, suppose I take 8 core samples in a plot, have them analyzed separately for carbon, with the following results.

sample ID	carbon percentage
MF3-1	1.2
MF3-4	1.3
MF3-7	2.1
MF3-10	2.4
MF3-16	1.8
MF3-19	1.6
MF3-22	1.5
MF3-25	2.3
mean	1.775
s	.4528

using the above formula, the standard error is $\frac{.4528}{\sqrt{8}}$ or .16. The more samples you take, the smaller the standard error or sampling error.

8.3 Coefficient of variation

In statistics, a standard measure of variability is the coefficient of variation (*CV*). This is the ratio of the standard deviation (σ) to the mean (μ). It is sometimes expressed as a percentage.

$$CV = \frac{\sigma}{\mu} \quad (8.2)$$

The calculators referenced on page 49 will give you an idea of the number of samples you need for a given confidence level, given the coefficient of variation. Note that the required sample size does not depend on the area of land sampled, but on the variation.

However, for measuring soil carbon change, our sample datum is not the concentration or mass of carbon in a given volume of soil, but the **change** in that concentration or mass. What this means is that you cannot know the coefficient of variation in advance of the second sampling, because that is when you get your first data on change. If your sampling intensity is less than you want, you cannot go back and correct it.

Presampling, taking a few samples and having them analyzed before finalizing a sampling design and intensity, may give you an idea of the coefficient of variation for soil concentrations, but will not necessarily give you a grip on the variability of soil carbon change.

Therefore, the resolution or confidence of the results from your sampling design cannot be predicted in advance. You must establish plots or benchmarks with a reasonable number of samples within each plot, and accept whatever variability occurs in change over time, along with the level of confidence that it allows.

In many areas of study where statistics are used, anything less than 95% confidence ($p \leq .05$) is not considered “statistically significant.” But this is an arbitrary standard, and many soil studies use a more relaxed 90% or $p \leq .1$. Statistical significance depends on your purpose. Are you seeking feedback for your land management, trying to show a possibility, trying to sell something, or are you trying prove something beyond all reasonable doubt to a jury of your peers?

8.4 Comparing paired samples

If you understand some statistics, use the paired sample t-test to qualify your results. Here three examples.

Bar 6 Ranch, north half

plot	T_0	T_1	Δ
1	36.2	38.6	2.4
2	32.0	34.2	2.2
3	26.9	28.0	1.1
4	41.3	42.0	0.7
5	39.1	39.8	0.7
6	40.1	42.5	2.4
7	37.6	37.5	-0.1
8	29.0	31.1	2.1
9	31.4	33.1	1.7
10	30.9	31.4	0.5
11	42.3	44.9	2.6
12	18.1	18.3	0.2
mean	33.74	35.12	1.375
s	7.01	7.42	0.964

where T_0 is the calculated average tons of carbon per hectare for each plot to a 15 cm depth at the baseline in 2005, T_1 is the same from resampling in 2009, Δ is the change, and s is the standard deviation across the plots. The estimate we're after is that of change. For the paired sample test, use this formula:

$$\mu_d = \bar{d} \pm t_{.025} \left(\frac{s_d}{\sqrt{n}} \right) \quad (8.3)$$

where μ_d is the probable range of the mean change in carbon, \bar{d} is the mean change across plots, $t_{.025}$ is the critical value of t for a 95% confidence interval and 11 degrees of freedom (in this case 2.2), s_d is the standard deviation of the change across all plots, and n is the number of plots. Plugging in the numbers, we get $\mu_d = 1.375 \pm .613$, or a probable increase in carbon ranging from .762 to 1.988 tons per hectare.

Here's an example with fewer plots and more variability:

Muggy Farm

plot	T_0	T_1	Δ
1	54.6	61.2	6.6
2	65.8	68.2	2.4
3	45.2	44.1	-1.1
4	65.7	66.1	0.4
5	39.5	45.8	6.3
6	40.1	42.5	2.4
7	57.1	63.2	6.1
8	32.1	32.3	0.2
mean	50.02	52.9	2.912
s	12.65	13.33	3.06

Plugging in the numbers here, again with a 95% confidence interval, and t at 2.3646 with 7 degrees of freedom, we get 2.912 ± 2.558 , or a probable increase of .354 to 5.47 tons of carbon per hectare in the layer sampled. Though this farm had over twice the average increase of the ranch, there were fewer plots, and more variation in the changes, giving considerably less resolution of the change. (The coefficient of variation for the changes on the ranch is 70% versus 105% for the farm.)

With the 95% confidence interval, on Muggy Farm we can assert that there has been at least a .354 ton increase. If we relax the confidence interval to 90% (a 10% probability that our estimate misses the actual value), we get 2.912 tons per hectare \pm 2.0494, or .8626 tons to 4.96 tons, a slightly narrower range.

8.5 Stratified sampling

Chances are, the soil to be sampled varies both by depth and by horizontal location. With soil, we can set up zones or strata that are both vertical (depth) and horizontal (for example, different management, vegetation, slope, soil type).

If you are trying to estimate personal income or change in income in a town, you can gain resolution and possibly reduce the needed number of samples by sampling neighborhoods separately that are likely to differ. You may choose to sample the wealthy, middle class, and poorer neighborhoods separately, which may reduce the variability encountered, tightening your overall estimate. The means of these samples can then be combined on a weighted basis to give an estimate for the whole town.

Suppose that a farm consists of 754 acres of farmed ground and 246 acres of pasture (1,000 acres total). Because the pasture was not tilled, highly productive, and well managed, we expect soil carbon to increase significantly faster there than in the farm ground. We put in 7 plots on the farm ground and 5 on the pasture (not a proportional representation), and found these results after 4 years (figures in tons per hectare).

754 farmed acres			
plot	T_0	T_1	Δ
1	36.2	36.4	0.2
2	34.3	35.2	0.9
3	28.6	29.8	1.2
4	29.7	30.8	1.1
5	31.2	32.2	1.0
6	33.1	33.9	0.8
7	37.8	38.9	1.1
mean			.90
s			.337
246 acres pasture			
8	34.5	37.4	2.9
9	39.0	41.8	2.8
10	24.3	27.5	3.2
11	21.9	23.7	1.8
12	27.9	30.2	2.3
mean			2.60
s			.552
nonweighted mean			1.609
nonweighted s			.969

Using the formula as above, the overall mean result is an increase of 1.609 tons, \pm .616 tons, or a range from .99 to 2.22 tons, with a 95% confidence interval. This calculation assumes (unfairly) that each plot has equal weight on the end result. The spread is fairly high.

However, if we treat the farm ground and the pasture as two separate areas, we get a different picture. For the farm ground alone, we get a mean of .9 tons \pm .311 tons, or .59 to 1.21 tons. For the pasture alone, we get 2.6 tons \pm .686 or 1.91 to 3.29 tons.

These can be combined into a weighted mean as follows:

$$\bar{x}_w = \frac{\sum_{i=0}^n w_i x_i}{\sum_{i=0}^n w_i} \quad (8.4)$$

where \bar{x}_w is the weighted mean, n is the number of plots, and w_i is weight factor for each plot. This routine gives each plot a weight factor in proportion to the acreage it represents and divides by the total of the weight factors. The weighted mean change across our plots is 1.318 tons.

To get the standard error is a bit trickier. Using the formula from the National Institute of Standards and Technology, the weighted standard deviation sd_w is:

$$sd_w = \sqrt{\frac{\sum_{i=0}^n w_i (x_i - \bar{x}_w)^2}{(n-1) \frac{\sum_{i=0}^n w_i}{n}}} \quad (8.5)$$

where n is the number of plots, w_i is the weight assigned to each plot, x_i is the mean change for each plot, and \bar{x}_w is the weighted mean change across all plots. A spreadsheet makes these calculations easier.

If we combine the plot differences on a weighted basis, according to acreage of each stratum, we get 1.318 tons \pm .543, or .776 to 1.86 tons per hectare. Because the levels of change in the farmed ground and the pasture differ, we gain resolution by treating the strata separately. Our weighted estimate is both different from, and tighter than, the unstratified overall estimate.

8.6 Help with statistics

There are many statistical analysis software packages. The spreadsheet program Microsoft Excel has a Data Analysis Toolpak that is free to install (choose Tools, Add-Ins from the menu), and can do many basic statistical tests such as the paired sample t-test for comparing plot means between samplings.

Because the statistical significance of a collection of samples depends on the number of samples rather than on the area of the field or farm that you are sampling, sampling intensity (the number of samples) should go up if you expect a high degree of variability, and/or you need high resolution or accuracy.

The Microsoft Excel worksheets available from the USDA-ARS can be helpful in getting a feel for sampling intensity, and its relation to variability:

usda-ars.nmsu.edu/monit_assess/

Appendix 2 of USDA's *Soil Change Guide* has information and instructions for this Multi-Scale Sampling Requirements Evaluation Tool (MSSRET). The MSSRET tool asks for *rho* which is Pearson's correlation, the degree of correlation between a plot's before and after readings. For paired plot sampling, it is reasonable to set *rho* fairly high, such as .9 or above.

soils.usda.gov/technical/soil_change/

In addition, Winrock International has a sampling calculator that presupposes bulked samples for each plot, and allows you to plan stratifications.

www.winrock.org/ecosystems/tools.asp

While these worksheets are not specifically targeted at measuring differences over time between fixed plots, they are helpful in calculating the number of plots, and the number of samples per plot, needed for a given confidence interval, minimum detectable difference (MDD), and ranges of variation.

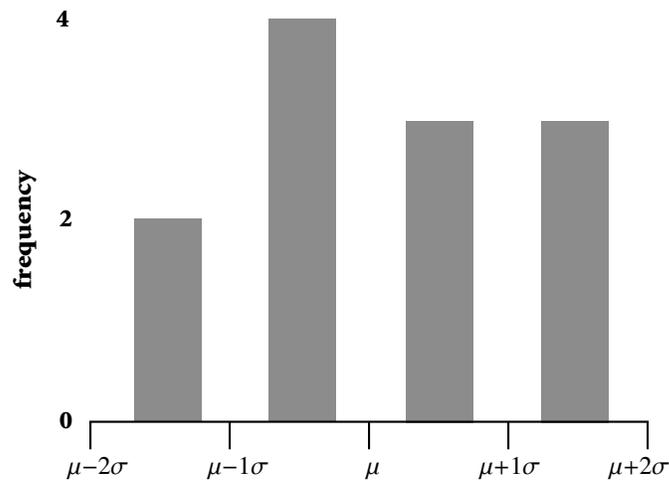


Figure 8.1: A histogram or frequency chart of the soil carbon change data from page 46. The number of plots recording change at levels one or two standard deviations above and below the mean are represented by the bars. Note that this representation reduces and simplifies the data.

§

The use of statistical analysis or complicated math and formulas does not guarantee accuracy. If your plots are not located randomly, much of statistical theory and analysis does not apply. Where you locate plots may have more influence on the accuracy of your results than the variability of soil carbon change, about which relatively little is known or quantified. And in many cases, where your objective goes beyond mere enumeration of tons of carbon, statistical uncertainty may be overshadowed by other sources of uncertainty or risk.

Much of conventional or parametric statistics requires or assumes that the measurable characteristics of populations are normally distributed, especially when n , the number of samples, is below 30 or so. For example, the heights of adult humans, if charted as a histogram or frequency chart, will closely resemble the bell curve or normal distribution, with a hump around the mean.

But because there has been relatively little measurement of soil carbon change, we really don't know what typical distributions or parameters might be. Particularly when the number of samples is low, nonparametric statistical tests, such as the Wilcoxon rank sum test, may be more appropriate than t-tests.

As usual, it comes down to purpose. If your purpose is to demonstrate possibility or create a desired future, a high degree of statistical accuracy or confidence may not be your top priority.

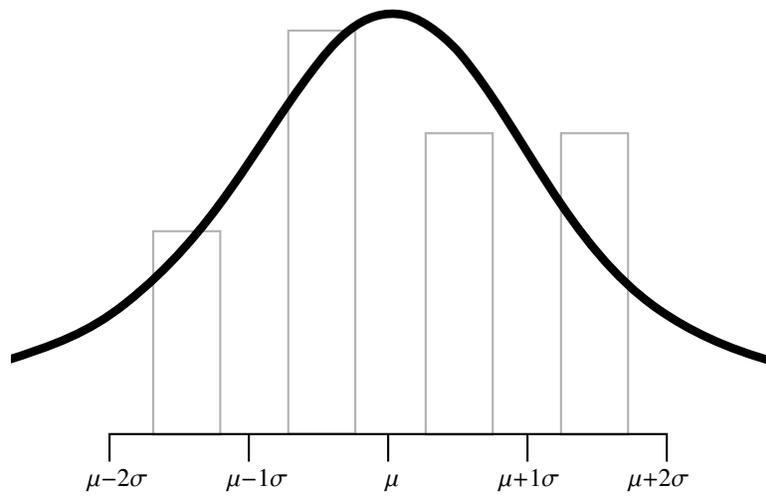


Figure 8.2: An even further reduction of the data from page 46 sees it as indicating a normal or bell-curve distribution, which may not be a warranted assumption given the relatively small sample size.

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Notes

¹Annual Net Primary Production (NPP) for the United States, average of years 2000 through 2006, is about 3.273338 petagrams or gigatons (billion metric tons) of carbon (Maosheng Zhao, personal communication, October 2007). For data on terrestrial net primary production see Zhao, M., F. A. Heinsch, R. R. Nemani, and S. W. Running, Improvements of the MODIS terrestrial gross and net primary production global data set, *Remote Sensing of Environment* 95: 164–176 (2005).

Since 1 g of NPP carbon represents 3.9×10^4 joules (PowerPoint at <http://tinyurl.com/35fagm>), the net primary production of the United States represents an energy capture of 1.276×10^{20} joules or 128 exajoules. (Sven Jorgensen in his *Towards a Thermodynamic Theory for Ecological Systems*, Elsevier 2004, uses the figure 4.2×10^4 joules per gram.) By contrast, U.S. use of all types of industrial, transport, and thermal power in 2006, minus about 3% of biomass energy, was 96.3 quadrillion BTUs (Energy Information Administration, November 2007 monthly review, accessible from <http://www.eia.doe.gov/emeu/aer/overview.html>). Multiplied by the conversion factor of 1,055, this converts to 1.02×10^{20} joules or 102 exajoules. So current photosynthesis, in the United States, is about 25% more than energy use that is not tied to current photosynthesis.

Worldwide, annual NPP is probably about 110 Gt C, counting the oceans. World energy use for 2004 was estimated at 447 quadrillion BTUs (<http://www.eia.doe.gov/oiaf/ieo/world.html>). Converting both figures to joules as previously, world NPP comes to 42.9×10^{20} joules or 4,290 exajoules, whereas energy use is 4.71×10^{20} joules or 471 exajoules. Worldwide, net current photosynthesis represents about 9 times as much as other human energy consumption.

²Allan Savory's book *Holistic management: A new framework for decision making* (Island Press, 1998) is the classic text on the holistic management framework, and includes a description of the plan-monitor-control-replan sequence. In his book *The new economics* (MIT Press, 1994), W. Edwards Deming explains the plan-do-study-act cycle that he adopted from Walter Shewhart.

³Deming made an important distinction between enumerative and analytic studies (Chapter 7 in *Some Theory of Sampling* from 1950). An example of an enumerative study is the U.S. Census, to determine representation in the House of Representatives. Another is sampling a shipload of iron ore to estimate a likely price, and the risks of paying too much or selling for too little. An analytic study, on the other hand, aims at identifying and influencing the causes of change, such as identifying practices or management for enhancing soil carbon. Deming wrote, "Techniques and methods of inference that are applicable to enumerative studies lead to faulty design and faulty inference for analytic problems" ("On probability as a basis for action," from 1975). *The New Economics* (1993) also treats the subject briefly on page 100.

⁴For Land EKG, see landekg.com. For Bullseye, published by the Quivira Coalition, see <http://quiviracoalition.org>

⁵This clod method is taken from the USDA Soil quality test kit guide, prepared by John Doran.

⁶For more detailed explanations about calculating carbon when bulk density changes, see pages 137–38 in Rattan Lal's volume, *Assessment methods for soil carbon* (2001), and Appendix 16 in Willey and Chameides 2007.

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MEMORANDUM

To: BOCC
From: Linda Luther-Broderick, OSR Coordinator
Date: March 25, 2015
RE: Fairgrounds Fees

The Fairgrounds Use Policies currently state that the cost of renting the entire fairgrounds facility per day is \$150. Staff is in the process of reviewing and updating the Use Policies with action by BOCC anticipated in May 2015.

In the meantime, we have a request for use of the event center and entire west side of the fairgrounds for six days. Staff would like to charge \$300 per day for use of the Event Center, kitchen, internet, grandstand parking lot and stall area. See mapped area in red. In addition, we would like to charge a refundable damage deposit of \$2000 since the use will involve multiple 18-wheel tractor trailer rigs, RVs, and service vehicles.

After Midnight Media has booked private rental of the west side of the fairgrounds as a staging area for a film crew and vehicle mechanical support crew for the Telluride Festival of Cars & Colors (Sept. 24-27). The Telluride Festival of Cars & Colors includes a rally from Telluride to Gateway Canyons routing through Norwood on Hwy 145 on Sept 25 and Sept 27.

John Hames, contact for After Midnight Media, currently produces a show on the Discovery Channel called "American Car Prospector". He directs a film crew and provides professional mechanical support services for car events, nationally and internationally, such as the one occurring in Telluride. He works out of Denver.

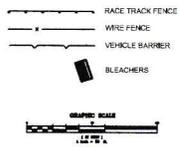
After Midnight Media will use the event center, commercial kitchen, internet, and indoor attributes of the facility. The barn area and grand stands parking area to the north of the event center will accommodate 18 wheelers (app. four hauling film and mechanical support equipment), RV's (self-contained - with minimal access to water & electricity), and service vehicles.

A separate request will be coming from the Lone Cone Legacy Trust for use of the Glockson Lots and possibly the remainder of the fairgrounds for Sept. 26, 2015 for a car show separate from but related to the Telluride Festival of Cars and Colors. Staff anticipates a request for a fee waiver as this is a local fundraiser.

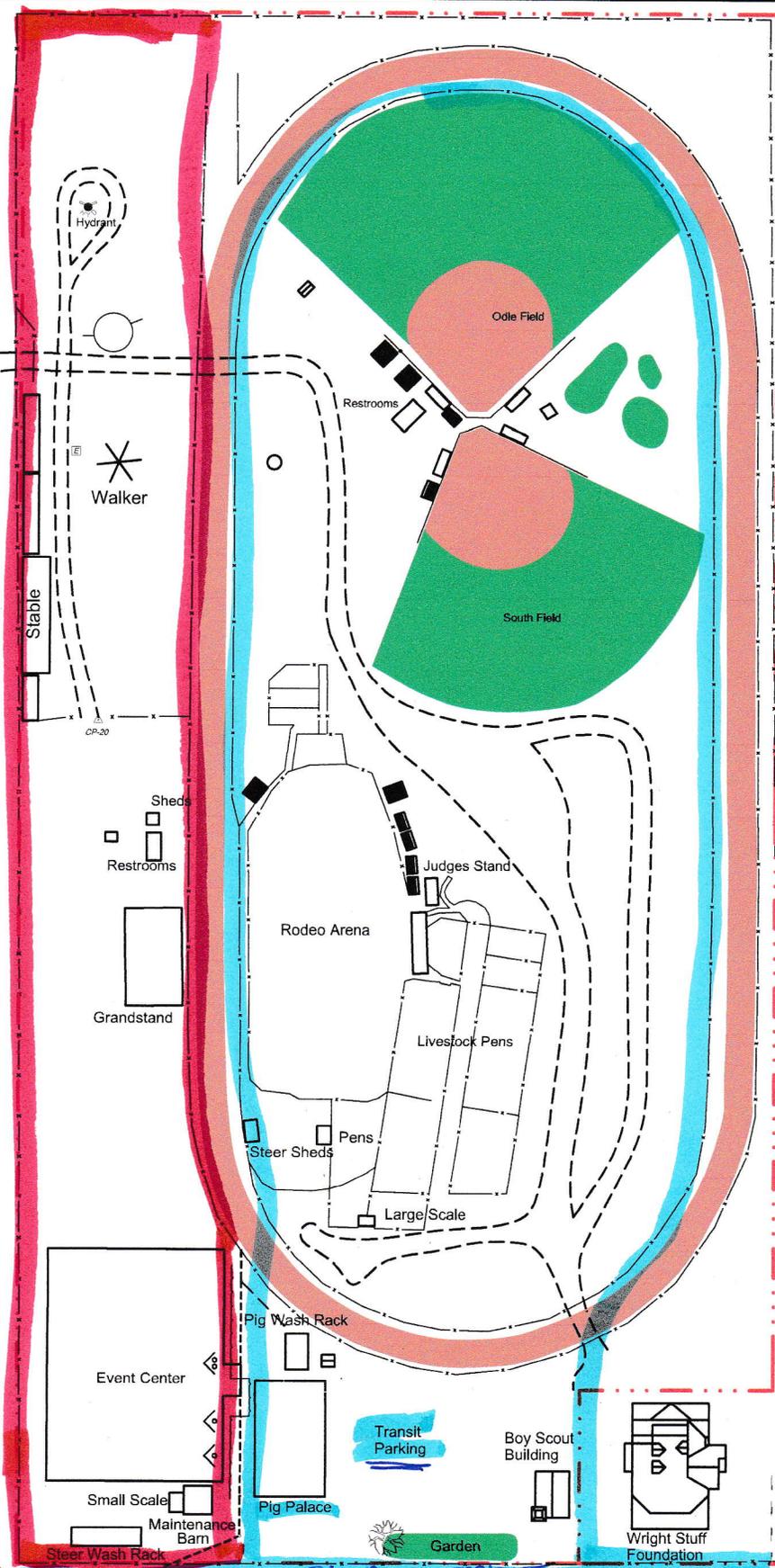
Suggested Motion to authorize staff to charge After Midnight Media \$300 per day with a \$2,000 refundable damage deposit for use of the west half of the fairgrounds as a staging area for a film crew and mechanical support services for the Telluride Festival of Cars and Colors. Facilities include the event center, commercial kitchen, internet, parking, grandstands and barn area from Sept 23-28, 2015.

3-6-15

Colorado Highway 145



EVENT MAP



Football Field
SEPT 26
LONE CONE LEGACY TRUST
AFTER MIONITE MEDIA
SEPT. 23rd 28th

SAN MIGUEL COUNTY FAIRGROUNDS NORWOOD COLORADO

GLOCKSON BLVD
WEST LOT EAST LOT

March 18, 2015

To: BOCC

Ref: Tri – State Generation and Transmission Assoc. Abatement 2015-1

Tri – State Generation and Transmission discovered an error in their apportionment between Montrose County and San Miguel County for the year 2014. Montrose GIS department mapped the miles of the Norwood – Nucla transmission line in their county and found that most of the miles were in the Montrose County. Tri – State filed a correction notice to each county Feb.13,2015.

San Miguel County had their GIS department map the miles of transmission lines and confirmed the correction for San Miguel.

Assessor recommends approval of abatement 2015-1

Actual Value \$2,258,290

Assessed Value \$654,900

Taxes \$24,863.93

Peggy Kante

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: San Miguel

Date Received 3/16/15 Assessor
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

2015-1

Date: March 11, 2015
Month Day Year

Petitioner's Name: Tri-State Generation and Transmission Association, Inc.

Petitioner's Mailing Address: 1100 West 116th Avenue

Westminster Colorado 80234
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
State Assessed	
Account No. C0000079	
<u>C0992604</u>	

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2014 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Change in State Assessed value. See attached.

Petitioner's estimate of value: \$ 7,929,300.00 2014
Value Year

Actual Value
\$ 27,342,400.00

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

Mary Jo Howard, CPA 3/11/15
Petitioner's Signature Daytime Phone Number (303) 254-3375

By _____ Daytime Phone Number (_____)
Agent's Signature*

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

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

Section II: Assessor's Recommendation (For Assessor's Use Only)			
	Actual	Assessed	Tax
Original	<u>29,600,700</u>	<u>8,584,200</u>	<u>\$306,857.23</u>
Corrected	<u>27,342,410</u>	<u>7,929,300</u>	<u>\$281,993.30</u>
Abate/Refund	<u>2,258,290</u>	<u>654,900</u>	<u>\$24,863.93</u>

Assessor recommends approval as outlined above.

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

Tax year: 2014 Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):
Reagan Kanta
Assessor's or Deputy Assessor's Signature

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

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

Section III: Written Mutual Agreement of Assessor and Petitioner

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

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

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

	Tax Year _____		
	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

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

Petitioner's Signature Date

Assessor's or Deputy Assessor's Signature Date

Section IV: Decision of the County Commissioners

(Must be completed if Section III does not apply)

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

Month Day Year

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

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

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

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

Chairperson of the Board of County Commissioners' Signature

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

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

this _____ day of _____, _____
Month Year

County Clerk's or Deputy County Clerk's Signature

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

Section V: Action of the Property Tax Administrator

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

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

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

Secretary's Signature Property Tax Administrator's Signature Date

Petition for Abatement or Refund of Taxes

Tri-State Generation and Transmission Association, Inc.
San Miguel County
Property Tax Year 2014

Tri-State Generation and Transmission Association, Inc.'s ("Tri-State") Norwood – Nucla transmission lines goes through Montrose and San Miguel County. In preparing the 2014 Annual Statement of Property and the subsequent apportionment of value to the taxing districts in each county, 5.93 miles of the Norwood – Nucla transmission line was determined to be in Montrose County and the remaining 13.65 miles was determined to be in San Miguel County. It has been discovered that this is incorrect. 15.69 miles of the Norwood – Nucla transmission line is located in Montrose County and 3.89 miles is located in San Miguel County. Accordingly, Tri-State's assessed value allocated to San Miguel County decreased from \$8,584,200 to \$7,929,300. This decrease in value of \$654,900 related to the Norwood - Nucla transmission line is in tax district 203. The original apportionment of value to tax district 203 was \$2,358,730; the corrected apportionment of value to tax district 203 should be \$1,703,830

(sanmiguel)



TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.

HEADQUARTERS: P.O. BOX 33695 DENVER, COLORADO 80233-0695 303-452-6111

RECEIVED MAR 16 2015

March 11, 2015

Ms. Peggy Kanter
San Miguel County Assessor
333 West Colorado Avenue
PO Box 506
Telluride, CO 81435

Dear Ms. Kanter:

Enclosed is Tri-State Generation and Transmission Association, Inc.'s Petition for Abatement or Refund of Taxes for the 2014 tax year. If you need additional information or have any questions, please feel free to contact me at 303-254-3375.

Very truly yours,

Mary Jo Howard

(smpetition)



To: Montrose and San Miguel County Assessors and Treasurers
 Cc: MaryJo Howard – Tax Manager
 William T. Kowalowski – State Assessed Properties Manager
 From: Deborah Myer – Property Tax Specialist III / Utilities
 Date: February 13, 2015
 Re: Tri-State Generation and Transmission Associates (ER093)
 Distribution: To the Person Who Handles State Assessed Properties

Deborah J. Myer

Memorandum

Tri-State Generation and Transmissions has filed an amended return with the discovery of an apportionment error between counties. Thank you to the GIS department at Montrose County who located the correct situs. It discovered a portion of the Nucla-Norwood transmission line is in Montrose County not San Miguel. The following is the correction:

**2014 Tax Year payable in 2015
 County Valuation Summary Notice (ER093)**

Tri-State Generation and Transmission Association

County	August 1, 2014 NOV		Correction	
	Total Assessed Value	Total Actual Value	Total Assessed Value	Total Actual Value
Montrose	\$27,042,200	\$93,249,000	\$27,697,200	\$95,507,600
San Miguel	\$8,584,200	\$29,600,700	\$7,929,300	\$27,342,400

*3/17/15
 e-mailed Heather
 <654 920> <2,256,300> 2015*

Montrose County should pick the property up as omitted property. If San Miguel County requires Tri-State Generation and Transmission Associates to file abatement forms, please contact MaryJo Howard by phone at: (303) 254-3375 or fax: (303) 254-6008. Her e-mail and mailing address is as follows: mhoward@trisategt.org.

Since both counties have certified values, we will not be changing the 5.5 Limit and Tabor Growth Actual Value for 2014. Any changes will be added in 2015. Both the company and the counties have 30 days in wish to protest this correction, after which time the correction becomes final. To file a protest, send it to: State Assessed Properties, 1313 Sherman Street, Rm. 419, Denver, CO 80203, Attn: ER093. For 2015, Mr. William T. Kowalowski, our new state assessed manager will be valuing this account. Bill's number is 303.864.7771 and William.kowalowski@state.co.us if you wish to introduce yourself.

Thank you for assisting in processing this correction.



Memo

To: Board of County Commissioners
Lynn Black, Administrator

From: Jan Stout, Treasurer



Date: March 2, 2015

Re: Independent Contractor Agreement for Treasurer Vault Roller Shelving Units

Attached is an independent contractor agreement with Gary Gross dba Construction Services of Telluride to build and install specialized roller shelving units in the Treasurer Vault for the cost of \$14,249 to \$15,869. The variance in price is dependent on availability of galvanized rollers versus stainless steel rollers. The capital improvements budget for 2015 has \$20,000 budgeted for this project.

These units are highly specialized roller shelves and Gary Gross is a sole source supplier as he built the other shelving units in the vault, can match the existing shelving units and is an expert on these particular roller cabinets. Therefore, no other bids were sought.

I respectfully request your approval so we can get the units manufactured and installed in March, the window of opportunity for the work to be done. Thank you for your consideration.

**OFFICE OF
SAN MIGUEL COUNTY
BOARD OF COMMISSIONERS**
P. O. BOX 1170
TELLURIDE, COLORADO 81435
970-728-3844 OFFICE / 970-728-3718 FAX

March 6, 2015

Gary Gross
Construction Services of Telluride LLC
PO Box 319
Placerville, CO 81430

Dear Gary,

Enclosed is a copy of the fully executed Agreement for Services with County for the construction and installation of specialized roller shelving units in the Treasurer vault.

Thank you for your assistance on this contract.

Please contact Jan Stout, County Treasure at jans@sanmiguelcounty.org or 970-728-4451, if you have any questions regarding project.

Sincerely,



John Huebner
Chief Deputy Clerk

Pc: Jan Stout, County Treasure
Ramona Rummel, County Finance Manager

AGREEMENT FOR SERVICES
Independent Contractor

PROJECT: Treasurer Vault Roller Shelving Units

LOCATION: Treasurer Office, 305 W Colorado, Telluride

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:

 Manufacture and Install Roller Shelving. See Proposal - attached as Exhibit A.
2. San Miguel County agrees to pay \$14,249.00. Total amount is not to exceed \$15,869.00.

Invoices must be approved by Janice M. Stout, County Treasurer.

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.

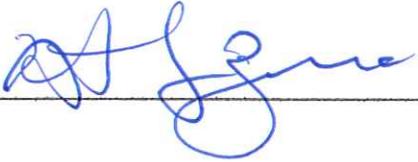
3. **INDEPENDENT CONTRACTOR.** Unless otherwise specified in writing, contractor shall furnish all supervision, labor, materials, equipment, supplies and other incidentals to complete the requirements of the job. The contractor has the authority to control and direct the details of the work; San Miguel 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 3/1/15 to 5/1/15. 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



3/5/15
Date

San Miguel County, Colorado

Date signed 3/5/15

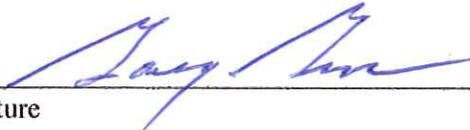
By Joan May
Title Chair, Board of Commissioners
Employer ID #: 84-6000806

Contractor:
Construction Services of Telluride LLC

Address: PO Box 319
Placerville, CO 81430

Phone Number: e.g., 970-708-3803

Date signed 2/25/15


Signature

Additional Forms Required:

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

Proposal to Build and Install Roller Cabinets

Where: The San Miguel County Court House, Treasurer's Office
Telluride Colorado

When: During the month of March 2015

Scope of Work: Construction and installation, including delivery and finishing of 6 roller cabinets to match existing cabinets. Four to be installed on the north wall and two on the south wall.

Specifications: Each unit will consist of an almond melamine box. The sides, top and bottom will be $\frac{3}{4}$ " thick by 16" deep by 24" wide by 8' tall. The back will be $\frac{1}{2}$ " thick by 24" wide by 8' tall. Each unit will sit on a 4" high recessed red oak kick board.

The face frame will be constructed from clear red oak, with one coat of oil and two coats of polyurethane.

The horizontal sections will be $\frac{3}{4}$ " thick by $2\frac{1}{2}$ " wide.

The vertical sections will be $\frac{3}{4}$ " thick by $1\frac{3}{4}$ " wide.

The roller shelves will be supported by a $5\frac{1}{4}$ " by $1\frac{3}{4}$ " red oak frame.

Each shelf bay will have two sets of five $1\frac{3}{8}$ " dia. stainless steel rollers. **Galvanized/ing*
There will be a total of 9 shelves in each north unit and 7 shelves in each south unit.

The second shelf up from the bottom will be left out of all units to accommodate larger items.

Price: \$15,869.00

w/ Galvanized Rollers \$14,249.00/ing

Prices quoted in this contract are based upon present prices and upon the condition that the proposal will be accepted within thirty days. Also, general conditions which are standard for specialty contractors in the construction industry shall apply.

Terms: One half of the contract price to be paid prior to starting the project.
Within 30 days of completion, the entire balance shall be due.

Submitted: Feb. 7, 2015

By: Gary Gross dba Construction Services of Telluride

Accepted:

By: _____ Date: _____

PROPOSAL APPROVED BY *Janice M. Stout*

Subject: Proposal
From: Gary Gross (garygross@frontier.net)
To: jans@sanmiguelcounty.org;
Date: Friday, February 6, 2015 10:31 AM

Hi Jan

Attached is the cabinet proposal for your review.
Some material prices have changed
It is priced with 1-3/8" stainless steel rollers.
If 1-3/8" galvanized rollers were used the price would be reduced to \$14,249
With 1" galvanized rollers it would be \$13,169
Let me know if you have any questions.

Gary Gross

Construction Services of Telluride
Gary Gross
970-708-3803
POB 319
Placerville, Co. 81430

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Construction Services of Telluride LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) PO Box 319	Requester's name and address (optional) San Miguel County Finance Dept. PO Box 486 Norwood, CO 81423
6 City, state, and ZIP code Placerville, CO 81430	
7 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 line 1 to avoid backup withholding. For individuals, this is generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number											
0	7	3	-	4	4	-	3	2	5	6	
or											
Employer identification number											
2	6	-	2	0	6	8	6	9	3		

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); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here	Signature of U.S. person ▶		Date ▶	2/25/15
------------------	----------------------------	---	--------	---------

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

AFFIDAVIT - §24-76.5-103, C.R.S. (H.B. 06S-1023)
CONCERNING ELIGIBILITY TO CONTRACT WITH
SAN MIGUEL COUNTY, COLORADO

I, GARY GROSS, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

- I am a United States citizen, or
- I am a legal Permanent Resident of the United States, or
- I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by Colorado law because I, as a sole proprietor, have entered into a contract with, or applied for a license from, San Miguel County. Contract or License for purposes of this Affidavit shall have the same meaning as set forth in 8 U.S.C §1621. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute §18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

CONTRACTOR (Sole Proprietor)



Signature

2/25/15

Date

GARY GROSS

Name (Please Print)

073-44-3256

Social Security Number



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/03/2015

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).

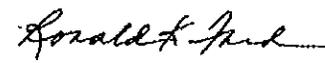
PRODUCER Colorado West Insurance 2782 Crossroads Boulevard Grand Junction, CO 81506 Ronald K. Ford, CIC	CONTACT NAME: Amy Allen PHONE (A/C, No, Ext): 970-244-9624 FAX (A/C, No): 970-245-6693 E-MAIL ADDRESS: amy@cwipro.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: United Fire and Casualty</td> <td>13021</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: United Fire and Casualty	13021	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED Construction Services of Telluride LLC PO Box 319 Placerville, CO 81430														

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		TBA	03/04/2015	03/04/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is included as additional insured as pertains to General Liability coverage.

CERTIFICATE HOLDER San Miguel County PO Box 1170 305 W Colorado Ave Telluride, CO 81435	CANCELLATION 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 
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/03/2015

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 Hallam & Associates Ins Agency PO Box 517 Montrose, CO 81401 Hallam & Associates - Montrose	CONTACT NAME: Hallam & Associates - Montrose	
	PHONE (A/C, No, Ext): 970-249-1526 FAX (A/C, No): 970-249-7024 E-MAIL ADDRESS: joanne@gohallam.com	
INSURED Construction Services of Telluride, LLC Po Box 319 Placerville, CO 81430	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Pinnacle Assurance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4094131	06/01/2014	06/01/2015	PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$ 100,000
							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)

Carpentry

CERTIFICATE HOLDER

SANMIGU

SAN MIGUEL COUNTY
Lynn Black
PO BOX 1170
Telluride, CO 81435

CANCELLATION

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

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

COUNTY of SAN MIGUEL Month of FEBRUARY

SECTION I: GENERAL INFORMATION

Telephone Calls	5
Office (Public Contacts)	
Home Visits	
Outreach Visits (i.e. NH...)	
Community Events/Forums	

Correspondence Received	
Correspondence Written	
Information and Referral/Inquiries	
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 FEB., 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>

J. Botenhausen
 (Signature of County Veterans Service Officer)

3-2-2015
 (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
3/5/15 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

CVA-26 (Revised 8/2011)

Subject: Fw: Request for Board Poll

From: LYNN BLACK (lynnb@sanmiguelcounty.org)

To: johnh@sanmiguelcounty.org;

Date: Friday, March 13, 2015 4:12 PM

For consent - ratification. I will poll bocc.

Lynn

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

From: Jennifer Dinsmore <jenniferd@sanmiguelcounty.org>
To: Lynn Black <lynnb@sanmiguelcounty.org>
Cc: Ramona Rummel <ramonar@sanmiguelcounty.org>
Sent: Tuesday, March 10, 2015 4:34 PM
Subject: Request for Board Poll

Lynn, can you poll the board to get approval for these Homeland Security Grant purchases and ratify at the March 25th meeting? I appreciate your assistance; I meant to ask you about this today when I saw you but forgot.

All 2014 Homeland Security Grant expenses are approved in the 2015 budget and will be reimbursed by the State.

- \$87,540 to First Responder Communications – Emergency Radios
- \$13,235 to Midwest Card Solutions – Credential Card Printer Systems
- \$45,740 to QDS
- \$27,011.40 to Motorola

Jenn

--

Jennifer Dinsmore

San Miguel County Sheriff's Office
Emergency Management Coordinator
Chief Administrative Officer
www.sanmiguelsheriff.org

970.728.9546 (Desk) | 970.596.3100 (Cell)

970.728.9206 (Fax) | 970.728.1911 (24hr Dispatch)
684 CR 63L | Telluride, CO 81435



Please note: This email may contain confidential information intended solely for the address. If you have received this email in error, please do not disclose it to anyone, notify the sender promptly, and delete the message from your system. Thank you.

To: Board of County Commissioners, Lynn Black – County Administrator
From: Jennifer Dinsmore, Emergency Management Coordinator
CC: Ramona Rummel, Finance Director
Date: March 10, 2015
Re: Homeland Security Grant Purchases



This is a request that the Board approve expenditures for the 2014 Homeland Security Grant which exceeds \$5,000, per policy. The funding has already been appropriated in the 2015 budget and these expenditures will be reimbursed by the state to our finance department.

The types of projects in the 2014 Homeland Security Grant are primarily communications based and benefit San Miguel, Gunnison, Montrose and Ouray counties who are part of the West All Hazard Emergency Management Region. The intent of the Homeland Security Grant is to improve the capabilities of citizens, local governments and first response agencies and in preparing for, responding to, and recovering from disasters.

Emergency Communication Equipment Purchases exceeding \$5,000 include:

- \$87,540 to First Responder Communications – Emergency Radios
- \$13,235 to Midwest Card Solutions – Credential Card Printer Systems
- \$45,740 to QDS
- \$27,011.40 to Motorola

Should you have any questions, please let me know. You can reach me via email at jenniferd@sanmiguelcounty.org.

Regards,

A handwritten signature in black ink that reads "Jennifer Dinsmore". The signature is written in a cursive style with a light blue background behind the text.

Jennifer Dinsmore
Emergency Management Coordinator

**AMENDED AND RESTATED
DEED RESTRICTION AND COVENANT
Lot 26, Lot Q Lawson Hill Subdivision**

THIS AMENDED AND RESTATED DEED RESTRICTION AND COVENANT ("Covenant") is entered into as of this 5th day of March, 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. John N. J. Nickolas ~~John~~ and Leah K. Lauritzen, (individually or collectively, "Subject Property Owner"), whose current mailing address is as follows: PO Box 3053 or 777 Two Rivers Drive, 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 Q 26, pursuant to the Subdivision Governing Documents, San Miguel County, Colorado, described as:

LOT Q-26, SUBSTANTIAL P.U.D. AND PLAT AMENDMENT AND FINAL PLAT FOR LOTS 440, 441, 442, 443, 444, TRACT 516 AND LOTS Q-2 THROUGH Q-37, SUBSTANTIAL PLAT AND PUD AMENDMENT AND REZONING FOR LOTS Q, Q-1, AND 426 OF THE LAWSON HILL P.U.D. RECORDED DECEMBER 27, 2006 IN PLAT BOOK 1 AT PAGE 3768, COUNTY OF SAN MIGUEL, STATE OF COLORADO, also known by street address and number as 777 Two Rivers Drive, Telluride, Colorado ("Subject Property").

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

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



86004462

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 effect 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 agrees 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>See address listed above in introductory paragraph</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@sammiguelcounty.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 (eg. does not require Subject Property Owner to carry back seller-financing) that is equal to or exceeds the current listing price of the Subject Property, and that proposes a closing of not later than 90 days from the offer date.

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

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

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

12.12. County PUD/Subdivision Approvals. The approvals granted for the Lot Q Lawson Hill Subdivision by the County and reflected by the Subdivision Governing Documents as well as by certain resolutions concerning the Lot Q Lawson Hill 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.

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

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

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

By: Joan May
Joan May, Chair

Date: 3/11/15

ATTEST: John Huebner
Chief Deputy Clerk

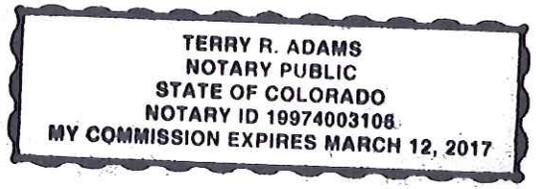


STATE OF COLORADO)
) ss.
COUNTY OF SAN MIGUEL)

Acknowledged, subscribed and sworn to before me this 11th day of March, 2015, by Joan May, as Chair of the Board of Commissioners of San Miguel County, Colorado, and by John Huebner, as Chief Deputy Clerk to the Board of County Commissioners of San Miguel County, Colorado.

Witness my hand and official seal.
Terry R. Adams
Notary Public

3/12/2017
Date Commission Expires



SUBJECT PROPERTY OWNER

By: [Signature]

Date: 3/5/15

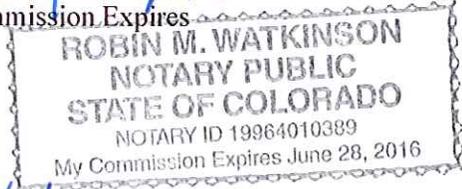
NICKOLAS JOHN LAURITZEN
NL JJ J.

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

Acknowledged, subscribed and sworn to before me this 5th day of March, 2015, by Nickolas John Lauritzen.

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

06/28/16
Date Commission Expires



SUBJECT PROPERTY OWNER

By: [Signature]
LEAH K. LAURITZEN

Date: 3/5/15

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

Acknowledged, subscribed and sworn to before me this 5th day of March, 2015, by Leah K. Lauritzen.

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

06/28/16
Date Commission Expires

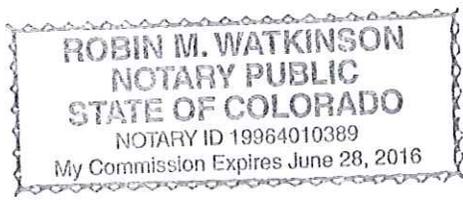


Exhibit "A"
(Subdivision Governing Documents)

General Declaration(s) for The Lot Q Lawson Hill Subdivision:

- (1) General Declaration for the Lot Q Lawson Hill, recorded on June 19, 1996;
- (2) First Amendment to Declaration recorded on April 16, 1999; and
- (3) Second Amendment to Declaration recorded on December 6, 2006.

Final Plats for The Lot Q Lawson Hill Subdivision:

- (1) Final Plat for Lot Q Lawson Hill recorded on December 27, 2006.

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

~~2007~~ ²⁰¹⁵ THIS AGREEMENT (the "Agreement") is entered into this 5 day of March,
~~2007~~ (the "Effective Date"), by and among the TELLURIDE R-1 SCHOOL DISTRICT, whose
address is 725 W. Colorado Ave., P.O. Box 187, Telluride, Colorado 81435 (the "School
District"); THE BOARD OF COMMISSIONERS OF THE COUNTY OF SAN MIGUEL,
COLORADO, P.O. Box 1170, 333 W. Colorado Ave., 3rd Floor, Telluride, Colorado 81435 (the
"BOCC"); and the SAN MIGUEL COUNTY HOUSING AUTHORITY, P.O. Box 840,
Telluride, Colorado 81435 (the "SMCHA").

RECITALS

- A. The School District owns certain real property in San Miguel County legally described
as:

Lot Q-15 and Lots Q-23, Q-24, Q-25, Q-26, Q-27 and Q-28, Lawson Hill,
according to the Substantial P.U.D. and Plat Amendment and Final Plat for Lots
440, 441, 442, 443, 444, and Tract 516; Substantial Plat and P.U.D. Amendment
and Rezoning for Lots Q, Q-1, and 426 of the Lawson Hill P.U.D. recorded
December 7, 2006 in Plat Book 1 at page 3768-3772 at Reception No. 388898,
County of San Miguel, State of Colorado. Lawson Hill is a common interest
community in which every owner has an equal interest in the common elements.
Referred to hereinafter collectively or individually as the "School District Q Lots".

- B. Lot Q-26 is developed and consists of a single-family dwelling.
- C. The School District intends to develop Lot Q-15 and Lots Q-23, Q-24, Q-25, Q-27 and
Q-28 as affordable housing for employees of the School District.
- D. The School District Q Lots are subject to the R-1 Housing Deed Restriction and related
provisions as codified in the San Miguel County Land Use Code ("LUC"), Sections 5-
1304, 5-1305 and 5-1306, and as reflected by the covenants, restrictions and equitable
servitudes encumbering title to the Property (collectively, the "Deed Restriction").
- E. Pursuant to LUC § 5-1305 C. I., ownership of the School District Q Lots is limited to: (1)
Employees and their spouses; (2) Project Developers; (3) Non-occupant Owners; (4) the
SMCHA or its designee; (5) the BOCC; and (6) the Town of Telluride.
- F. The School District does not qualify to own the School District Q Lots pursuant to any of
the above six categories, but the BOCC recognizes that the School District's ownership
of, and plans to develop the School District Q Lots, will further the County's affordable
housing goals.



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- G. Pursuant to LUC § 5-1306 C., the SMCHA may grant an exception to the ownership requirements of LUC § 5-1305 C. I. in certain situations.
- H. Because the School District's ownership of the School District Q Lots is consistent with the County's affordable housing goals, this Agreement is intended to provide the School District with an exception to the ownership requirements of LUC § 5-1305 C. I. and thereby allow the School District to own, develop and sell the School District Q Lots without violating the Deed Restriction.

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

- 1. **PERMISSION TO OWN AND PURCHASE.** SMCHA and the BOCC hereby grant the School District permission to purchase and own the School District Q Lots subject to the following conditions:
 - A. The School District shall obtain a certificate of Occupancy from the San Miguel County Building Department for a Single Family Residence, as defined in LUC Article 6, on three of the six undeveloped School District Q Lots no later than September 5, 2017, unless prevented from doing so by conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any necessary facilities, equipment, supplies or material.
 - B. The School District shall obtain a Certificate of Occupancy from the San Miguel County Building Department for a Single Family Residence, as defined in LUC Article 6, on the remaining three undeveloped School District Q Lots no later than September 5, 2019, unless prevented from doing so by conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any necessary facilities, equipment, supplies or material.
 - C. In the event the School District fails to develop the School District Q Lots according to the time frame in paragraphs A and B, above, the School District shall immediately list the associated undeveloped School District Q Lots for sale at the initial purchase price (the "Purchase Price") in accordance with the following terms and conditions:
 - a. The Purchase Price is the actual price that the School District paid to purchase the undeveloped School District Q Lots and may include:
 - 1) Any real estate tax or assessment and any real estate commission paid to a real estate broker licensed in the State of Colorado in connection with the purchase of the undeveloped School District Q Lots; and

- 2) The Purchase Price amount is intended to allow the School District to recover all costs associated with the acquisition of the undeveloped School District Q Lots; therefore, the Purchase Price shall not include carrying costs such as property taxes, or homeowners association dues.
 - b. The School District shall accept the first offer for the undeveloped School District Q Lots that is equal to or exceeds the Purchase Price. If the accepted offer does not result in a sale of the Deed-Restricted Property, then the School District shall accept the next offer that is equal to or exceeds the Purchase Price until the undeveloped School District Q Lots are sold.
 - c. If the consideration that the School District receives in exchange for the sale of the undeveloped School District Q Lots exceeds the Purchase Price, the School District shall provide the amount in excess of the Purchase Price to the SMCHA.
- D. Subject to the provisions hereof, the Deed Restriction applies to and burdens the School District Q Lots and shall not be released or deemed to be released due to the existence of any contract or covenant that the School District may enter into with a buyer or any other third party.
- E. The provisions of the Deed Restriction shall govern all conveyances and rentals of the School District Q Lots. All buyers and renters, except the School District, shall be required to comply with the Deed Restriction. Specifically, the potential buyer or renter shall submit a San Miguel County R-1 Deed Restriction Application (the "Deed Restriction Application") to the San Miguel Regional Housing Authority (the "SMRHA") and receive approval from the SMRHA prior to purchasing or occupying any of the School District Q Lots.
- F. The following provisions shall apply to any buyer or renter for whom the School District verifies in writing, to the SMRHA, that such buyer or renter is or will be a full time employee of the School District (the "Written Verification"):
 - i. The School District and the SMRHA shall develop a simplified application form for use in conjunction with the Written Verification (the "Simplified Application"). Buyers and renters for whom Written Verification is provided shall submit the Simplified Application in lieu of the Deed Restriction Application.
 - ii. All applicants who are eligible for, and submit, a Simplified Application shall be deemed an "Employee" as defined in LUC § 5-1305 B. VII. for purposes of obtaining a Certificate of Qualification and shall not be required to obtain an Exception Agreement from the SMCHA provided the buyer or renter satisfies all other provisions of the Deed Restriction.
 - iii. There shall be no fee associated with submission of a Simplified Application, and any buyer or renter submitting a Simplified Application shall not be

required to pay the Deed Restriction Application fee set forth in LUC § 5-1305 E. V.

- G. Any buyer, except the School District, for whom the School District does not provide Written Verification shall not be eligible to submit a Simplified Application and shall comply with all provisions of the Deed Restriction.
 - H. In the event the School District is the buyer, the School District shall notify the SMRHA in writing of its intention to purchase no later than two weeks prior to closing on the property, but need not obtain approval from the SMRHA in order to purchase the property.
 - I. The School District, when it is the owner of any of the School District Q Lots, may rent such property in accordance with the applicable provisions of the Deed Restriction, but shall not allow any such property to remain vacant for more than three months.
 - J. Whenever title to any of the School District Q Lots is conveyed by any means, the County may enter into an Option to Purchase agreement pursuant to LUC § 5-1305 B. XII. and § 5-1305 F. VI. if the lender so requires. However, the County may exercise such option only if the School District has not timely exercised any option to purchase it may have obtained pursuant to its agreement with the employee-buyer.
 - K. Failure to comply with any of the above conditions, which failure shall remain uncured for 15 days after notice of such failure by the SMCHA and BOCC, shall be deemed an event of default.
 - L. In the event of default, the BOCC/SMCHA may pursue any applicable legal or equitable action, including but not limited to specific performance, injunction, abatement or eviction of occupants, or such other remedies and penalties as are provided in the LUC, including, but not limited to, those identified in LUC sections 1-16, 5-1304, 5-1305 and 5-1306, or in accordance with state law.
2. **ENTIRE AGREEMENT.** This Agreement constitutes the entire integrated agreement and understanding among the BOCC, the SMCHA, and the School District, and supersedes any prior written or oral agreement or understanding relating to the subject matter of this Agreement.
 3. **NOTICE.** Any notice given under this Agreement by one party to any other party shall be written and will be deemed effective upon personal delivery or upon deposit into the United States mail, with certified, pre-paid postage, addressed to the respective parties at the addresses first stated above, or at any other address a party may designate in writing to the other parties.
 4. **MISCELLANEOUS.** In the event litigation is commenced in this matter, venue and jurisdiction shall be proper only in San Miguel County District Court. Time is of the

essence hereof. The SMCHA and the BOCC hereby reserve all rights they have pursuant to Colorado law to enforce this Agreement, including, without limit, the right of specific performance. The SMCHA and the BOCC shall have the right to recover reasonable attorneys fees and costs it may incur to enforce this Agreement, regardless of whether a lawsuit is ever commenced. Should a Court of competent jurisdiction find and determine that a specific provision or provisions of this Agreement are legally void, invalid, or otherwise unenforceable, such specific provision or provisions shall be deemed to be severable from the remainder of this Agreement, which shall remain legally valid and in full force and effect. Colorado law shall govern and construe this Agreement, except that it shall not be construed against any party hereto as each acknowledges having had the opportunity to receive the advice of legal counsel and to participate in the drafting of this Agreement.

5. **EFFECT OF AGREEMENT.** To the extent not modified hereby, all other terms and provisions of the Deed Restriction shall remain in full force and effect. All parties hereto expressly understand and acknowledge that this Agreement does not, nor is it intended to, release the School District Q Lots or any person or entity who may, at any given time, own or occupy one or more of the School District Q Lots, from the provisions and requirements of the Deed Restriction as modified by this Agreement. All parties hereto expressly understand and acknowledge that the Deed Restriction is a real covenant that runs with the title to the School District Q Lots as provided in the Substantial Plat and P.U.D. Amendment and Rezoning for Lots Q, Q-1, and 426 of the Lawson Hill P.U.D. recorded December 7, 2006 in Plat Book 1 at page 3768 at Reception No. 388898.
6. **RECORDATION.** This Agreement shall be recorded in the public records of San Miguel County, Colorado, upon execution. It is the intent of the parties that this Agreement shall be recorded in the chain of title as a real covenant applicable to each and every of the School District Q Lots, as legally described hereinabove.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

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

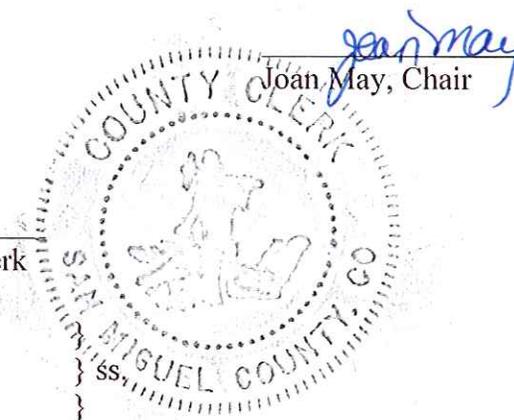
Joan May
Joan May, Chair

ATTEST:

John Huebner
John Huebner, Chief Deputy Clerk

STATE OF COLORADO

COUNTY OF SAN MIGUEL





February 16, 2015

San Miguel County Commissioners:

Please accept this report from Western Regional EMS Council/WRETAC for the calendar year 2014. The report shows the meeting attendance at our quarterly meetings and voting record of our Board of Directors. Thank you for your support of EMS in San Miguel County and the six county region. It has been a pleasure working with Reg Vickers and Melissa Tuohy this past year. They have both been important assets to our Board. I look forward to working with both of them and San Miguel County in the future. Please remember that I am always available if you have any questions on EMS and trauma issues.

Sincerely,

A handwritten signature in blue ink that reads 'Terri L. Foechterle'.

Terri L. Foechterle
WRETAC Coordinator
(970)258-5765

WREMSC/WRETAC BOARD ACTION REPORT

MEETING DATE: November 4, 2014

BOARD ATTENDANCE: X-Present XP-Phone Presence AE-Excused Absence A-Absent

<u>Delta County</u>	<u>Gunnison County</u>	<u>Hinsdale County</u>	<u>Montrose County</u>	<u>Ouray County</u>	<u>San Miguel County</u>	<u>DMTC</u>
K. Clock-X	E. Forsythe-X	J. Gray-X	A. Hughes-X	K. Mitchell-XP	M. Tuohy-X	C. Clymer-AE
M. Sakala- XP	M. Scott-X	B. Hagendorf-X	D. Van Ness-X	G. Boyd-X	R. Vickers-X	

APPROVAL OF MINUTES: August 5, 2014

MOTION: A motion was made by Doris Van Ness and seconded by Allen Hughes to approve the minutes with Allen Hughes' comment added under Web-Site Proposals that Jerry agreed to circulate proposal before signing it.

VOTE: President Jerry Gray does not vote unless there is a tied vote of the Board Members YES-Y NO-N ABSTAIN-A

<u>Delta County</u>	<u>Gunnison County</u>	<u>Hinsdale County</u>	<u>Montrose County</u>	<u>Ouray County</u>	<u>San Miguel County</u>	<u>DMTC</u>
K. Clock- Y	E. Forsythe-Y	J. Gray	A. Hughes-Y	K. Mitchell-Y	M. Tuohy-Y	C. Clymer
M. Sakala-Y	M. Scott-Y	B. Hagendorf-Y	D. Van Ness-Y	G. Boyd-Y	R. Vickers-Y	

Motion approved by majority vote

TREASURER'S REPORT

MOTION: A motion was made to approve the Treasurer's Report as submitted by Allen Hughes and seconded by Erik Forsythe.

VOTE: President Jerry Gray does not vote unless there is a tied vote of the Board Members YES-Y NO-N ABSTAIN-A

<u>Delta County</u>	<u>Gunnison County</u>	<u>Hinsdale County</u>	<u>Montrose County</u>	<u>Ouray County</u>	<u>San Miguel County</u>	<u>DMTC</u>
K. Clock- Y	E. Forsythe-Y	J. Gray	A. Hughes-Y	K. Mitchell-Y	M. Tuohy-Y	C. Clymer
M. Sakala-Y	M. Scott-Y	B. Hagendorf-Y	D. Van Ness-Y	G. Boyd-Y	R. Vickers-Y	

Motion approved by majority vote

WEB-SITE DESIGN

MOTION: A motion was made by Erik Forsythe to accept logo #4 and have Coordinator move forward with the process with TreeFeather Creative. A second was made by Mike Scott.

VOTE: President Jerry Gray does not vote unless there is a tied vote of the Board Members YES-Y NO-N ABSTAIN-A

<u>Delta County</u>	<u>Gunnison County</u>	<u>Hinsdale County</u>	<u>Montrose County</u>	<u>Ouray County</u>	<u>San Miguel County</u>	<u>DMTC</u>
K. Clock- Y	E. Forsythe-Y	J. Gray	A. Hughes-Y	K. Mitchell-Y	M. Tuohy-Y	C. Clymer
M. Sakala-Y	M. Scott-Y	B. Hagendorf-Y	D. Van Ness-Y	G. Boyd-Y	R. Vickers-Y	

Motion approved by majority vote

RATIFICATION OF THE EXECUTIVE BOARD’S APPROVAL OF THE TREEFEATHER CREATIVE PROPOSAL FOR WEB-SITE DESIGN

MOTION: *A motion was made to ratify the Executive Boards vote to approve the proposal of TreeFeather Creative for web-design by Glenn Boyd and seconded by Bill Hagendorf.*

VOTE: *President Jerry Gray does not vote unless there is a tied vote of the Board Members* **YES-Y** **NO-N** **ABSTAIN-A**

<u>Delta County</u>	<u>Gunnison County</u>	<u>Hinsdale County</u>	<u>Montrose County</u>	<u>Ouray County</u>	<u>San Miguel County</u>	<u>DMTC</u>
K. Clock- Y	E. Forsythe-Y	J. Gray	A. Hughes-Y	K. Mitchell-Y	M. Tuohy-Y	C. Clymer
M. Sakala-Y	M. Scott-Y	B. Hagendorf-Y	D. Van Ness-Y	G. Boyd-Y	R. Vickers-Y	

Motion approved by majority vote

DETERMINE PROCESS FOR JANUARY ELECTION OF PRESIDENT AND TREASURER

MOTION: *A motion was made by Erik Forsythe and seconded by Allen Hughes to accept the nominations of Allen Hughes and Kirby Clock for the position of Treasurer and Jerry Gray and Michael Scott for the Position of President.*

VOTE: *President Jerry Gray does not vote unless there is a tied vote of the Board Members* **YES-Y** **NO-N** **ABSTAIN-A**

<u>Delta County</u>	<u>Gunnison County</u>	<u>Hinsdale County</u>	<u>Montrose County</u>	<u>Ouray County</u>	<u>San Miguel County</u>	<u>DMTC</u>
K. Clock- Y	E. Forsythe-Y	J. Gray	A. Hughes-Y	K. Mitchel-Y	M. Tuohy-Y	C. Clymer
M. Sakala-Y	M. Scott-Y	B. Hagendorf-Y	D. Van Ness-Y	G. Boyd-Y	R. Vickers-Y	

Motion approved by majority vote

CONTRACT FOR BOOKKEEPING SERVICES

MOTION: *A motion was made by Doris Van Ness to renew the contract with David Laursen for the next year at the same rate with no price increase. A second was made by Allen Hughes.*

VOTE: *President Jerry Gray does not vote unless there is a tied vote of the Board Members* **YES-Y** **NO-N** **ABSTAIN-A**

<u>Delta County</u>	<u>Gunnison County</u>	<u>Hinsdale County</u>	<u>Montrose County</u>	<u>Ouray County</u>	<u>San Miguel County</u>	<u>DMTC</u>
K. Clock- Y	E. Forsythe-Y	J. Gray	A. Hughes-Y	K. Mitchel-Y	M. Tuohy-Y	C. Clymer
M. Sakala-Y	M. Scott-Y	B. Hagendorf-Y	D. Van Ness-Y	G. Boyd-N	R. Vickers-Y	

Motion approved by majority vote

ADJOURNMENT

MOTION: *A motion to adjourn was made by Erik Forsythe and seconded by Kirby Clock.*

VOTE: *President Jerry Gray does not vote unless there is a tied vote of the Board Members* **YES-Y** **NO-N** **ABSTAIN-A**

<u>Delta County</u>	<u>Gunnison County</u>	<u>Hinsdale County</u>	<u>Montrose County</u>	<u>Ouray County</u>	<u>San Miguel County</u>	<u>DMTC</u>
K. Clock- Y	E. Forsythe-Y	J. Gray	A. Hughes-Y	K. Mitchel-Y	M. Tuohy-Y	C. Clymer
M. Sakala-Y	M. Scott-Y	B. Hagendorf-Y	D. Van Ness-Y	G. Boyd-Y	R. Vickers-Y	

Motion approved by majority vote

MEETING DATE: August 5, 2014

BOARD ATTENDANCE: X-Present XP-Phone Presence AE-Excused Absence A-Absent

<u>Delta County</u>	<u>Gunnison County</u>	<u>Hinsdale County</u>	<u>Montrose County</u>	<u>Ouray County</u>	<u>San Miguel County</u>	<u>DMTC</u>
K. Clock-X	E. Forsythe-X	J. Gray-X	A. Hughes-X	K. Mitchel-AE	M. Tuohy-AE	C. Clymer-X
M. Sakala- X	M. Scott-X	B. Hagendorf-A	D. Van Ness-X	G. Boyd-A	R. Vickers-X	

APPROVAL OF MINUTES: May 6, 2014

MOTION: A motion was made by Doris Van Ness to approve the minutes of May 6, 2014. A second was made by Erik Forsythe.

VOTE: President Jerry Gray does not vote unless there is a tied vote of the Board Members YES-Y NO-N ABSTAIN-A

<u>Delta County</u>	<u>Gunnison County</u>	<u>Hinsdale County</u>	<u>Montrose County</u>	<u>Ouray County</u>	<u>San Miguel County</u>	<u>DMTC</u>
K. Clock- Y	E. Forsythe-Y	J. Gray	A. Hughes-Y	K. Mitchell	M. Tuohy	C. Clymer-Y
M. Sakala-Y	M. Scott-Y	B. Hagendorf	D. Van Ness-Y	G. Boyd	R. Vickers-Y	

Motion approved by majority vote

TREASURER’S REPORT

MOTION: A motion was made by Chan Clymer to approve the Treasurer’s Report and a second was made by Reg Vickers.

VOTE: President Jerry Gray does not vote unless there is a tied vote of the Board Members YES-Y NO-N ABSTAIN-A

<u>Delta County</u>	<u>Gunnison County</u>	<u>Hinsdale County</u>	<u>Montrose County</u>	<u>Ouray County</u>	<u>San Miguel County</u>	<u>DMTC</u>
K. Clock- Y	E. Forsythe-Y	J. Gray	A. Hughes-Y	K. Mitchell	M. Tuohy	C. Clymer-Y
M. Sakala-Y	M. Scott-Y	B. Hagendorf	D. Van Ness-Y	G. Boyd	R. Vickers-Y	

Motion approved by majority vote

RATIFICATION OF E-MAIL VOTE FOR APPROVAL OF THE FISCAL YEAR 2014-2015 BUDGET

MOTION: A motion was made by Doris Van Ness and seconded by Reg Vickers to approve ratification of the e-mail vote for approval of the fiscal year 2014-2015 budget.

VOTE: President Jerry Gray does not vote unless there is a tied vote of the Board Members YES-Y NO-N ABSTAIN-A

<u>Delta County</u>	<u>Gunnison County</u>	<u>Hinsdale County</u>	<u>Montrose County</u>	<u>Ouray County</u>	<u>San Miguel County</u>	<u>DMTC</u>
K. Clock- Y	E. Forsythe-Y	J. Gray	A. Hughes-Y	K. Mitchell	M. Tuohy	C. Clymer-Y
M. Sakala-Y	M. Scott-Y	B. Hagendorf	D. Van Ness-Y	G. Boyd	R. Vickers-Y	

Motion approved by majority vote

REGIONAL MEDICAL DIRECTION PROGRAM UPDATE

MOTION: A motion was made by Reg Vickers and seconded by Chan Clymer to approve Resolution No. 2014-01.

VOTE: President Jerry Gray does not vote unless there is a tied vote of the Board Members YES-Y NO-N ABSTAIN-A

<u>Delta County</u>	<u>Gunnison County</u>	<u>Hinsdale County</u>	<u>Montrose County</u>	<u>Ouray County</u>	<u>San Miguel County</u>	<u>DMTC</u>
K. Clock- Y	E. Forsythe-Y	J. Gray	A. Hughes-Y	K. Mitchell	M. Tuohy	C. Clymer-Y
M. Sakala-Y	M. Scott-Y	B. Hagendorf	D. Van Ness-Y	G. Boyd	R. Vickers-Y	

Motion approved by majority vote

POLICY AND PROCEDURE UPDATE

MOTION: A motion was made by Doris Van Ness to approve the document as written and the Board accept that is a work in progress and changes will be made by resolution or amendments in the future. A second was made by Reg Vickers.

VOTE: President Jerry Gray does not vote unless there is a tied vote of the Board Members **YES-Y** **NO-N** **ABSTAIN-A**

<u>Delta County</u>	<u>Gunnison County</u>	<u>Hinsdale County</u>	<u>Montrose County</u>	<u>Ouray County</u>	<u>San Miguel County</u>	<u>DMTC</u>
K. Clock- Y	E. Forsythe-Y	J. Gray	A. Hughes-Y	K. Mitchell	M. Tuohy	C. Clymer-Y
M. Sakala-Y	M. Scott-Y	B. Hagendorf	D. Van Ness-Y	G. Boyd	R. Vickers-Y	

Motion approved by majority vote

HOSPITAL SURGE SUPPLIES

MOTION: A motion was made by Allen Hughes and seconded by Erik Forsythe to have the emergency manager and hospital meet to discuss what they want to do with the supplies.

VOTE: President Jerry Gray does not vote unless there is a tied vote of the Board Members **YES-Y** **NO-N** **ABSTAIN-A**

<u>Delta County</u>	<u>Gunnison County</u>	<u>Hinsdale County</u>	<u>Montrose County</u>	<u>Ouray County</u>	<u>San Miguel County</u>	<u>DMTC</u>
K. Clock- Y	E. Forsythe-Y	J. Gray	A. Hughes-Y	K. Mitchell	M. Tuohy	C. Clymer-Y
M. Sakala-Y	M. Scott-Y	B. Hagendorf	D. Van Ness-Y	G. Boyd	R. Vickers-Y	

Motion approved by majority vote

MEETING DATE: MAY 6, 2014

BOARD ATTENDANCE: **X-Present** **XP-Phone Presence** **AE-Excused Absence** **A-Absent**

<u>Delta County</u>	<u>Gunnison County</u>	<u>Hinsdale County</u>	<u>Montrose County</u>	<u>Ouray County</u>	<u>San Miguel County</u>	<u>DMTC</u>
K. Clock-X	E. Forsythe-X	J. Gray-X	A. Hughes-X	K. Mitchel-X	M. Tuohy-XP	C. Clymer-AE
M. Sakala- X	M. Scott-X	B. Hagendorf-X	D. Van Ness-XP	G. Boyd-AE	R. Vickers-X	

APPROVAL OF MINUTES: February 4, 2014

MOTION: A motion was made by Mike Scott to approve the minutes of May 6, 2014. A second was made by Kirby Clock.

VOTE: President Jerry Gray does not vote unless there is a tied vote of the Board Members **YES-Y** **NO-N** **ABSTAIN-A**

<u>Delta County</u>	<u>Gunnison County</u>	<u>Hinsdale County</u>	<u>Montrose County</u>	<u>Ouray County</u>	<u>San Miguel County</u>	<u>DMTC</u>
K. Clock- Y	E. Forsythe-Y	J. Gray	A. Hughes-Y	K. Mitchell-Y	M. Tuohy-Y	C. Clymer
M. Sakala-Y	M. Scott-Y	B. Hagendorf-Y	D. Van Ness-Y	G. Boyd	R. Vickers-Y	

Motion approved by majority vote

TREASURER’S REPORT

MOTION: A motion was made by Allen Hughes and seconded by Misty Sakala to approve the Treasurer’s Report.

VOTE: President Jerry Gray does not vote unless there is a tied vote of the Board Members **YES-Y** **NO-N** **ABSTAIN-A**

<u>Delta County</u>	<u>Gunnison County</u>	<u>Hinsdale County</u>	<u>Montrose County</u>	<u>Ouray County</u>	<u>San Miguel County</u>	<u>DMTC</u>
K. Clock- Y	E. Forsythe-Y	J. Gray	A. Hughes-Y	K. Mitchell-Y	M. Tuohy-Y	C. Clymer
M. Sakala-Y	M. Scott-Y	B. Hagendorf-Y	D. Van Ness-Y	G. Boyd	R. Vickers-Y	

Motion approved by majority vote

ADJOURNMENT

MOTION: A motion was made by Eric Forsythe and seconded by Mike Scott to adjourn the meeting.

VOTE: President Jerry Gray does not vote unless there is a tied vote of the Board Members **YES-Y** **NO-N** **ABSTAIN-A**

<u>Delta County</u>	<u>Gunnison County</u>	<u>Hinsdale County</u>	<u>Montrose County</u>	<u>Ouray County</u>	<u>San Miguel County</u>	<u>DMTC</u>
K. Clock- Y	E. Forsythe-Y	J. Gray	A. Hughes-Y	K. Mitchell-Y	M. Tuohy-Y	C. Clymer
M. Sakala-Y	M. Scott-Y	B. Hagendorf-Y	D. Van Ness-Y	G. Boyd	R. Vickers-Y	

Motion approved by majority vote

MEETING DATE: FEBRUARY 4, 2014

BOARD ATTENDANCE: **X-Present** **XP-Phone Presence** **AE-Excused Absence** **A-Absent**

<u>Delta County</u>	<u>Gunnison County</u>	<u>Hinsdale County</u>	<u>Montrose County</u>	<u>Ouray County</u>	<u>San Miguel County</u>	<u>DMTC</u>
K. Clock-X	E. Forsythe-X	J. Gray-X	A. Hughes-X	K. Mitchel-X	M. Tuohy-XP	C. Clymer-X
M. Sakala- XP	M. Scott-X	B. Hagendorf-XP	D. Van Ness-XP	G. Boyd-XP	R. Vickers-X	

RATIFICATION OF ELECTION RESULTS FOR EXECUTIVE BOARD AND EXECUTIVE OFFICERS

MOTION: A motion was made to ratify the election results for Executive Board by Jerry Gray and a second was made by Mike Scott.

VOTE: President Jerry Gray does not vote unless there is a tied vote of the Board Members **YES-Y** **NO-N** **ABSTAIN-A**

<u>Delta County</u>	<u>Gunnison County</u>	<u>Hinsdale County</u>	<u>Montrose County</u>	<u>Ouray County</u>	<u>San Miguel County</u>	<u>DMTC</u>
K. Clock-Y	E. Forsythe-Y	J. Gray	A. Hughes-Y	K. Mitchel-Y	M. Tuohy-Y	C. Clymer-Y
M. Sakala-Y	M. Scott-Y	B. Hagendorf-Y	D. Van Ness-Y	G. Boyd-Y	R. Vickers-Y	

Motion approved by majority vote

MOTION: A motion was made to ratify the election results for Executive Officers by Erik Forsythe and a second was made by Allen Hughes.

VOTE: President Jerry Gray does not vote unless there is a tied vote of the Board Members **YES-Y** **NO-N** **ABSTAIN-A**

<u>Delta County</u>	<u>Gunnison County</u>	<u>Hinsdale County</u>	<u>Montrose County</u>	<u>Ouray County</u>	<u>San Miguel County</u>	<u>DMTC</u>
K. Clock-Y	E. Forsythe-Y	J. Gray	A. Hughes-Y	K. Mitchel-Y	M. Tuohy-Y	C. Clymer-Y
M. Sakala-Y	M. Scott-Y	B. Hagendorf-Y	D. Van Ness-Y	G. Boyd-Y	R. Vickers-Y	

Motion approved by majority vote

APPROVAL OF MINUTES FROM NOVEMBER 5, 2013

MOTION: A motion was made to approve the minutes of November 5, 2013 as written by Kim Mitchell and a second was made by Chan Clymer.

VOTE: President Jerry Gray does not vote unless there is a tied vote of the Board Members YES-Y NO-N ABSTAIN-A

<u>Delta County</u>	<u>Gunnison County</u>	<u>Hinsdale County</u>	<u>Montrose County</u>	<u>Ouray County</u>	<u>San Miguel County</u>	<u>DMTC</u>
K. Clock-Y	E. Forsythe-Y	J. Gray	A. Hughes-Y	K. Mitchel-Y	M. Tuohy-Y	C. Clymer-Y
M. Sakala-Y	M. Scott-Y	B. Hagendorf-Y	D. Van Ness-Y	G. Boyd-Y	R. Vickers-Y	

Motion approved by majority vote

TREASURES REPORT

MOTION: A motion was made to approve the report as submitted by Doris Van Ness and seconded by Allen Hughes.

VOTE: President Jerry Gray does not vote unless there is a tied vote of the Board Members YES-Y NO-N ABSTAIN-A

<u>Delta County</u>	<u>Gunnison County</u>	<u>Hinsdale County</u>	<u>Montrose County</u>	<u>Ouray County</u>	<u>San Miguel County</u>	<u>DMTC</u>
K. Clock-Y	E. Forsythe-Y	J. Gray	A. Hughes-Y	K. Mitchel-Y	M. Tuohy-Y	C. Clymer-Y
M. Sakala-Y	M. Scott-Y	B. Hagendorf-Y	D. Van Ness-Y	G. Boyd-Y	R. Vickers-Y	

Motion approved by majority vote

AD-HOC MEMBERSHIP-AMEND WORDING IN BY-LAWS TO CORRESPOND WITH IGA

MOTION: A motion was made by Kim Mitchell to amend the wording of the By-Laws to correspond exactly to the wording of the IGA on Ad Hoc Membership and a second was made by Reg Vickers.

VOTE: President Jerry Gray does not vote unless there is a tied vote of the Board Members YES-Y NO-N ABSTAIN-A

<u>Delta County</u>	<u>Gunnison County</u>	<u>Hinsdale County</u>	<u>Montrose County</u>	<u>Ouray County</u>	<u>San Miguel County</u>	<u>DMTC</u>
K. Clock-Y	E. Forsythe-Y	J. Gray	A. Hughes-Y	K. Mitchel-Y	M. Tuohy-Y	C. Clymer-Y
M. Sakala-Y	M. Scott-Y	B. Hagendorf-Y	D. Van Ness-Y	G. Boyd-Y	R. Vickers-Y	

Motion approved by majority vote

SIGNATURES FOR BANK OF COLORADO

MOTION: A motion was made by Kirby Clock and seconded by Kim Mitchell to approve President Jerry Gray, Vice-President Kim Mitchell, Treasurer Kirby Clock, and WRETAC Coordinator Terri Foechterle with current signing privileges for the Bank of Colorado WREMSC/WRETAC accounts and Jerry Gray, Kim Mitchell, Kirby Clock, Terri Foechterle, and NWRETAC Coordinator Eric Schmidt with signing privileges for the Bank of Colorado NWRETAC accounts.

VOTE: President Jerry Gray does not vote unless there is a tied vote of the Board Members YES-Y NO-N ABSTAIN-A

<u>Delta County</u>	<u>Gunnison County</u>	<u>Hinsdale County</u>	<u>Montrose County</u>	<u>Ouray County</u>	<u>San Miguel County</u>	<u>DMTC</u>
K. Clock-Y	E. Forsythe-Y	J. Gray	A. Hughes-Y	K. Mitchel-Y	M. Tuohy-Y	C. Clymer-Y
M. Sakala-Y	M. Scott-Y	B. Hagendorf-Y	D. Van Ness-Y	G. Boyd-Y	R. Vickers-Y	

Motion approved by majority vote

FORD EXPEDITION

MOTION: A motion was made by Doris Van Ness and seconded by Chan Clymer to offer the vehicle to emergency services and public safety agencies at a lower price of \$2,500 or best offer and the offer had to be approved by the Executive Board.

VOTE: President Jerry Gray does not vote unless there is a tied vote of the Board Members YES-Y NO-N ABSTAIN-A

<u>Delta County</u>	<u>Gunnison County</u>	<u>Hinsdale County</u>	<u>Montrose County</u>	<u>Ouray County</u>	<u>San Miguel County</u>	<u>DMTC</u>
K. Clock-Y	E. Forsythe-Y	J. Gray	A. Hughes-Y	K. Mitchel-Y	M. Tuohy-Y	C. Clymer-Y
M. Sakala-Y	M. Scott-Y	B. Hagendorf-Y	D. Van Ness-Y	G. Boyd-Y	R. Vickers-Y	

Motion approved by majority vote

FUTURE MEETING DATES

MOTION: A motion was made by Kim Mitchell and seconded by Erik Forsythe to poll the Board by e-mail to see if the Board would like to meet every other month instead of quarterly for the purpose of building more trust in the board and making better relationship.

VOTE: President Jerry Gray does not vote unless there is a tied vote of the Board Members YES-Y NO-N ABSTAIN-A

<u>Delta County</u>	<u>Gunnison County</u>	<u>Hinsdale County</u>	<u>Montrose County</u>	<u>Ouray County</u>	<u>San Miguel County</u>	<u>DMTC</u>
K. Clock-Y	E. Forsythe-Y	J. Gray	A. Hughes-Y	K. Mitchel-Y	M. Tuohy-Y	C. Clymer-Y
M. Sakala-Y	M. Scott-Y	B. Hagendorf-Y	D. Van Ness-Y	G. Boyd-Y	R. Vickers-Y	

Motion approved by majority vote

ADJOURNMENT

MOTION: A motion was made by Kim Mitchell and seconded by Eric Forsythe to adjourn the meeting at 3:07 p.m.

VOTE: President Jerry Gray does not vote unless there is a tied vote of the Board Members YES-Y NO-N ABSTAIN-A

<u>Delta County</u>	<u>Gunnison County</u>	<u>Hinsdale County</u>	<u>Montrose County</u>	<u>Ouray County</u>	<u>San Miguel County</u>	<u>DMTC</u>
K. Clock-Y	E. Forsythe-Y	J. Gray	A. Hughes-Y	K. Mitchel-Y	M. Tuohy-Y	C. Clymer-Y
M. Sakala-Y	M. Scott-Y	B. Hagendorf-Y	D. Van Ness-Y	G. Boyd-Y	R. Vickers-Y	

Motion approved by majority vote

Subject: Fw: Dove Creek Volunteer Ambulance Donation Letter

From: Nina Kothe (ninak@sanmiguelcounty.org)

To: lynnb@sanmiguelcounty.org; johnh@sanmiguelcounty.org;

Date: Thursday, March 12, 2015 4:37 PM

Nina Kothe -San Miguel County Commissioners Office

P.O. Box 1170 Telluride - Colorado 81435

970 728-3844 FAX 970 728-3718

ninak@sanmiguelcounty.org

[San Miguel County Website](#)

See Attached from Dove Creek. Lynn we do do have a contingency in the community grant fund but I'm wondering if S.O. might have a contribution in their emergency management?

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

From: Angela Myers <amyers@dcdvas.com>

To: ninak@sanmiguelcounty.org

Sent: Thursday, March 12, 2015 4:19 PM

Subject: Dove Creek Volunteer Ambulance Donation Letter

I have attached our donation request in both .doc and .pdf format. Please let me know if anything else is needed.

Thank You

Angela Myers

DCVAS Chief and Administrator

amyers@dcdvas.com

970-739-3561



Dove Creek Volunteer Ambulance Service



To San Miguel County Commissioners

The Dove Creek Volunteer Ambulance Service would like to request a \$4,000 donation from the San Miguel County Commissioners for ambulance service coverage around the area of Egnar within San Miguel County.

The Dove Creek Volunteer Ambulance Service is requesting this donation to aid in general operating support while a special ambulance district is being developed. The Dove Creek Volunteer Ambulance Service has been diligently perusing grants and donations for this endeavor. Over the last 18 months the Dove Creek Ambulance Service has received donated funds from Dolores County in an amount of \$29,000, Town of Dove Creek in an amount of \$7,000, Dolores County residents in an amount of \$25,000, and the Colorado Health Foundation in an amount of \$5,000. The Dove Creek Volunteer Ambulance Service was awarded and is currently utilizing a Colorado state Provider Grant in an amount of \$27,497.60. The Dove Creek Ambulance Service has also submitted a Colorado state Provider Grant request this year in an amount of \$42,410.96 and awaiting results.

The Dove Creek Volunteer Ambulance Service would greatly appreciate any assistance San Miguel County may be able to provide.

Sincerely,

Angela Myers
DCVAS Chief and Administrator
amyers@dcdvas.com
970-739-3561



San Miguel County^{5C}
Board of County Commissioners

Elaine R.C. Fischer - Art Goodtimes - Joan May

MEMORANDUM

To: Board of County Commissioners
From: Lynn Black, County Administrator
Date: Wednesday, March 25, 2015
Re: SMC Broadband Infrastructure Implementation Project

The County, Telluride Foundation and Paradox Community Trust are cooperating on a project to make broadband more widely available within the county. The attached memorandum of understanding is necessary to clarify the roles and responsibilities of each entity and to submit grant application for project funding to Colorado DOLA.

Thank you for your consideration.

Suggested Motion: To approve the 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

**MEMORANDIUM OF UNDERSTANDING
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY
OF SAN MIGUEL COUNTY, COLORADO, THE PARADOX COMMUNITY
TRUST, AND THE TELLURIDE FOUNDATION**

This **MEMORANDIUM OF UNDERSTANDING (MOU)** is made and entered into on the ___ day of March, 2015, by and between the Board of County Commissioners of the County of San Miguel, Colorado, (“County”), the Paradox Community Trust (“PCT”), a 501(c)(3) nonprofit corporation, and the Telluride Foundation, (“Foundation”) a 501(c)(3) nonprofit corporation (collectively referred to as the “parties”). By signing this agreement, the parties agree to the mutual considerations as expressed herein.

I. Purpose/Objective:

The County, PCT, and the Foundation are entering into this MOU in order to clarify their roles and responsibilities with regards to administrating and implementing a Department of Local Affairs (DOLA) grant for the **San Miguel County Broadband Infrastructure Implementation Project** (“Broadband Project”). This Broadband Project would provide middle mile infrastructure to west Montrose and San Miguel counties, lighting 53 miles of existing dark fiber optic cable (fiber) from the Town of Nucla Tri-State power plan to the SMPA/TriState Sunshine substation (in Ilium Valley near Telluride). By working together to complete a middle-mile fiber connection, the parties will improve broadband services and spur economic and community development, opening a competitive market for private entities to invest in last-mile construction and services.

II. Statement of Mutual Goals & Primary Actions

The County, PCT, and the Foundation have determined that this agreement is necessary to describe the roles for each party with regards to implementing the “Broadband Project” if grant funds are awarded by DOLA to San Miguel County. The parties recognize the public benefits to governments, anchor institutions, and community economic development by completing this Broadband Project. This project, with the goal of providing broadband access, redundancy and affordability, will benefit residents in west Montrose and San Miguel counties, including the towns of Nucla, Naturita, Redvale, Norwood, Placerville, Sawpit, Telluride, Mountain Village, and Ophir.

In implementing the San Miguel County Broadband Project, the parties agree to the following activities:

- 1) Maintain the existing Indefeasible Right of Use (IRU) agreement between the Foundation and Tri-State Power & Generation Association (Tri-State), which allows for use of fiber for broadband, understanding that Tri-State must maintain ownership of the existing fiber optic cable.
- 2) Ensure that the IRU fee is paid according to the IRU agreement.
- 3) Purchase and install switching, routing, and splice box equipment.
- 4) Ensure payment of the maintenance fee to Tri-State.
- 5) Make middle-mile broadband fiber available at a reasonable cost and in a competitively neutral manner to any qualified last-mile broadband service providers serving the area, such as Brainstorm, FastTrack, and Century Link.
- 6) Make broadband fiber connections available to wireless and public safety and communications service providers.

- 7) Cooperate to the fullest extent with the regional network planning group.

III. Agreement & Roles of Parties:

A. The County Agrees to:

- 1) Submit a DOLA grant application for the Broadband Project.
- 2) If the grant is awarded, hold grant funds and manage all payments associated with grant activities.
- 3) Pay to Tri-State the maintenance fee for use of the fiber optic cable, per the DOLA contract.
- 4) Purchase, own, and install routers, switches and splice boxes to enable access to and use of the fiber at different points along the entire route, per the DOLA contract.
- 5) Any expenditure of money is subject to the County's budgeting and appropriations process and state law.

B. The PCT Agrees to:

- 1) Retain its Broadband Project Committee to include: i) a San Miguel County representative; ii) a Telluride Foundation representative; iii) a resident of Montrose County.
- 2) Facilitate maintenance and operations of the Broadband Project.

C. The Foundation Agrees to:

- 1) Maintain the IRU Agreement with Tri-State as a public service to San Miguel and west Montrose counties.
- 2) Grant the County the right to install broadband equipment along the fiber optic cable in order to activate it.
- 3) Ensure payment of the IRU fee to Tri-State.

IV. It is Mutually Agreed and Understood by all Parties:

A. This agreement may be modified, amended or extended only by mutual consent of all parties. Any modification, extension or amendment to this MOU will be effective only when it is in writing and approved by both parties.

B. The parties recognize that termination of this agreement by any party may jeopardize DOLA funding and the San Miguel Broadband Implementation.

C. This MOU takes effect upon the signature of the parties and receipt of a DOLA grant award; it shall remain in effect through the duration of the IRU agreement between Tri-State and the Telluride Foundation or its assigns.

D. The laws of the State of Colorado shall govern this agreement. Venue for purposes of any litigation arising under this MOU shall only be proper in the San Miguel County District Court. If any provision of this agreement is determined to be legally invalid, void or unenforceable by any court of competent jurisdiction, all remaining provisions of this agreement shall be deemed to be severable from such provision and will continue in full force and effect without being impaired or invalidated in any way. No term or provision of

this MOU shall be construed or interpreted as a waiver, expressed or implied, of any immunities, rights, benefits, or protections that may be available to the parties under the Colorado Governmental Immunity Act, section 24-10-101, C.R.S., et seq., as now, or hereafter, in effect. No waiver of a specific right, duty or obligation set forth in this MOU shall be deemed to constitute a waiver of any other rights, duties, or obligations hereunder.

V. Signatories

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

Board of County Commissioners of San Miguel County

By: _____ Date: _____

Joan May, Chair
P.O. Box 1170
Telluride, CO 81435

The Telluride Foundation



By: _____ Date: March 19, 2015

Paul Major, President & CEO
P.O. Box 2444
Telluride, Colorado 81435

Paradox Community Trust



By: _____ Date: March 19, 2015

Paul Major, Board Member
P.O. Box 2444
Telluride, CO 81423



San Miguel County ^{5D}
Board of County Commissioners

Elaine R.C. Fischer - Art Goodtimes - Joan May

MEMORANDUM

To: Board of County Commissioners
From: Lynn Black, County Administrator
Date: Wednesday, March 25, 2015
Re: SMC Broadband Infrastructure Implementation Project

The County, Telluride Foundation and Paradox Community Trust are cooperating on a project to make broadband more widely available within the county. The county is seeking financial assistance from the Colorado Department of Local Affairs from Energy and Mineral Impact funds designated for middle-mile broadband infrastructure implementation.

Thank you for your consideration.

Suggested Motion: To authorize submittal of 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.



ENERGY AND MINERAL IMPACT ASSISTANCE PROGRAM APPLICATION
Tier I or Tier II

Applications Must Be Submitted Electronically - Directions on Last Page

-You are Highly Encouraged to Work with your Regional Field Manager when Completing your Application-

A. GENERAL AND SUMMARY INFORMATION

1. Name/Title of Proposed Project:	San Miguel County Broadband Infrastructure Implementation
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2. Applicant:	San Miguel County
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(In the case of a multi-jurisdictional application, name of the "lead" municipality, county, special district or other political subdivision).

In the case of a multi-jurisdictional application, provide the names of other directly participating political subdivisions:

N/A

3. Chief Elected Official (In the case of a multi-jurisdictional application, chief elected official of the "lead" political subdivision):

Name:	Joan May	Title:	Chair, Board of Commissioners
Mailing Address:	PO Box 1170	Phone:	970-728-3844 Office
City/Zip:	Telluride, CO 81435	Phone:	970-708-1359 Cell
E-Mail Address:	joanm@sanmiguelcounty.org		

4. Designated Contact Person (will receive all mailings) for the Application:

Name:	Lynn Black	Title:	County Administrator
Mailing Address:	PO Box 1170	Phone:	970-728-3844 Office
City/Zip:	Telluride, CO 81435	Phone:	970-708-7802 Cell
E-Mail Address:	lynnb@sanmiguelcounty.org		

5. Amount of Energy/Mineral Impact Funds requested:

(Tier I; Up to \$200,000 or Tier II; Greater than \$200,000 to \$2,000,000)

324,586

6. Description of the Project Scope of Work:

(Project Description of the various tasks involved in the project including specific data such as quantities, mileage, square feet, lineal ft. etc. as well as specific project location within city and or county etc.)

This unique broadband project would provide middle mile infrastructure to west Montrose and San Miguel counties, lighting and leveraging 53 miles of existing dark fiber optic cable (fiber) from Nucla to the Sunshine substation (in Ilium Valley near Telluride). This middle mile fiber connection would spur broadband last mile entrepreneurship and improve broadband service for the community, opening a competitive market for private entities to invest in last mile construction, services and delivery. The County, in partnership with Tri-State Generation and Transmission Association (Tri-State), the Paradox Community Trust (PCT), and the Telluride Foundation will procure access to the fiber and install equipment along the fiber route, thereby making it available at a reasonable cost to any qualified internet service providers (ISPs) serving the area, such as Brainstorm Internet, FastTrack Communications, Comcast and CenturyLink. This project, with the goal of providing broadband access, redundancy and affordability, will benefit residents that are severely broadband underserved in west Montrose and San Miguel counties, including the towns of Nucla, Naturita, Redvale, Norwood, Placerville, Sawpit, Telluride, Mountain Village, and Ophir.

Tri-State has already granted the long-term rights to their existing buried dark fiber optic cable that runs from Nucla to Ilium Valley and has signed an Indefeasible Right of Use (IRU) agreement with the Telluride Foundation. This DOLA grant would fund the following next steps necessary to secure middle mile service:

- 1) Equipment to light and allow last mile provider access including switches, routers and splicing points; and
- 2) Payment of the fiber cable annual maintenance fee to Tri-State.

Last November, San Miguel County voters overwhelmingly chose to restore county authority to build or partner to extend broadband networks. San Miguel County strives to make this middle mile connection as affordable as possible, and in doing so, has entered into a public/private partnership with the PCT and the Telluride Foundation. The PCT is a 501(c)(3) nonprofit organization and supporting organization of the Telluride Foundation, a community foundation. The PCT's

mission is to foster community improvement and economic development benefits in rural Dolores, San Miguel, and west Montrose counties. The PCT's and Telluride Foundation's involvement in this project is critical to the ability of San Miguel County to negotiate affordable IRU and maintenance rates, secure easement donations and offer income tax deductions, raise the required matching funds, and determine project financing.

7. Local priority if more than one application from the same local government (1 of 2, 2 of 2, etc.)

N/A

B. DEMOGRAPHIC AND FINANCIAL INFORMATION.

1. Population

- a. What was the 2010 population of the applicant jurisdiction? 7,359
 - b. What is the current population? 7,905
- (Current/most recent conservation trust fund/lottery distribution estimate is acceptable.) What is the source of the estimate? Co. SDO
- c. What is the population projection for the applicant in 5 years? 9,140
- What is the source of the projection? State of Co.
Demographic Website

2. Financial Information (Current Year):

In the column below labeled "Applicant" provide the financial information for the municipality, county, school district or special district directly benefiting from the application. In the columns below labeled "Entity", provide the financial information for any public entities on whose behalf the application is being submitted (if applicable).

Complete items "a through j" for ALL project types:

	Applicant	Entity	Entity
a. Assessed Valuation (AV) Year: 2015	721,356,170		
b. Mill Levy	10,120		
c. Property Tax Revenue (mill levy x AV)	7,300,123		
d. Sales Tax (Rate/Estimated Annual Revenue)	% / \$2,150,000	% / \$	% / \$
e. Total General Fund Budget Revenue	8,074,144		
f. Total Applicant Budget Expenditures (Sum of General Fund and all Special Funds)	18,956,435		
g. General Fund Balance as of January 1 of this current calendar year.	10,710,573		
h. General Fund Balance (Unrestricted) as of January 1 of this current calendar year.	6,311,455		
i. Total Multi-year Debt Obligations (all funds*)	N/A		
j. Total Lease-Purchase and Certificates of Participation obligations*	2,511,594		

For projects to be managed through a Special Fund other than the General Fund (e.g. County Road and Bridge Fund) or managed through an Enterprise Fund (e.g. water, sewer, county airport), complete items "k through o":

Identify the relevant Special Fund or Enterprise Fund: N/A

k. Special or Enterprise Fund Budget Amount			
l. Special or Enterprise Fund Multi-Year Debt Obligations*			
m. Special or Enterprise Fund Balance as of January 1 of this calendar year			
n. Special or Enterprise Fund Balance (Unrestricted) as of January 1 of this calendar year			
o. Special or Enterprise Fund Lease-Purchase and Certificate of Participation Obligations*			
p. Special Fund Mill Levy (if applicable)			

For Water and Sewer Project Only complete items "q through s": N/A

q. Tap Fee			
r. Average Monthly User Charge (Divide sum of annual (commercial and residential) revenues by 12 and then divide by the number of total taps served.) NOTE: Commercial and Residential Combined			
s. Number of total Taps Served by Applicant			

* Include the sum of the year-end principal amounts remaining for all multi-year debt obligations, lease purchase agreements or certificate of participation notes

C. PROJECT BUDGET. List expenditures and sources of revenue for the project. The totals on each side of the ledger must equal.

Expenditures		Sources of Revenue (Dollar for Dollar Cash Match is Encouraged)		Funding Committed	
List Budget Line Items including project contingency (Examples: architect, engineering, construction, equipment items, etc.)		List the sources of matching funds and indicate either cash or documentable in-kind contribution		Yes/No	
Line Item Expenditures	Line Item Costs		Cash	In-Kind	
Fiber Maintenance Fee	\$192,466	Energy/Mineral Impact Fund Grant Request	\$		No
Middle Mile Transmission Equipment	\$132,120	*Energy/Mineral Impact Fund Loan Request (If applicable)	\$		No
		IRU Fee (Match)	\$313,800		Yes
TOTAL	\$324,586	TOTAL	\$313,800	\$0	
Please attach a more detailed budget if available		*Loans with a 5% interest rate may only be awarded for potable water and sewer projects. Leave blank if a loan is not requested.			

D. PROJECT INFORMATION.

The statutory purpose of the Energy and Mineral Impact Assistance program is to provide financial assistance to “political subdivisions socially or economically impacted by the development, processing or energy conversion of minerals and mineral fuels.”

1. Demonstration of Need:

a. Why is the project needed at this time?

San Miguel and west Montrose counties are currently severely underserved by broadband and the market is uncompetitive. This region has significantly lower speeds, limited access, higher costs and no redundancy. Without alternatives to the existing private service providers, we will not be able to achieve increased service and access, competitive pricing or any redundancy. Alternatives to the existing service providers will enable increased broadband internet service and more competitive pricing, which are critical to schools, medical centers, libraries, businesses, economic development, business innovation, and government.

Parts of the counties are limited to dial-up internet, with speeds as low as 50 Kbps, and main street business in Norwood and Telluride may only get 1Mbps service. The Federal Communication’s Commission new minimum definition for broadband is 25 Mbps. According to the Colorado Broadband Public Map, the fastest broadband speeds available in Telluride are just 50 Mbps, which means the town lags behind most metropolitan areas around the country where 100 Mbps service is becoming the norm, and significantly behind the 1 gigabit broadband goal (10 times faster than 100 Mbps) that many cities around the U.S. are now able to obtain. Furthermore, the 50 Mbps speed is not available throughout all parts of Telluride and surrounding areas.

Our region is also paying more for slower speeds. The current price per Mbps in Region 10 is \$35-50, where the global average is \$1.39. This project could reduce the price of providing broadband service by ten times, ranging from \$700 to \$1,000 for GB access to anchor intuitions; the current GB internet pricing for anchor institutions within Region 10 is \$6,500 to \$10,000 per month.

Region 10 has completed its broadband strategic implementation plan. This proposal meets an integral part of Region 10’s plan, implementing the infrastructure component for San Miguel County. San Miguel County remains very supportive of Region 10’s continued implementation planning efforts, but is ready to move forward at this time on its elements of the plan; we have an existing IRU agreement and are already in the process of perfecting the necessary easements. The county has been working to bring broadband to its citizens since the Bean Pole/Division of Information Technologies MNT Program in 1999, and our citizens and businesses are ready to see us move from planning to implementation.

b. How does the implementation of this project address the need?

This project will light up the potential for 40GB of middle mile access for communities along the route. Middle mile broadband infrastructure is critical to enable last mile broadband service to homes and businesses. Also, the Federal Communications Commission’s National Broadband Plan recognizes that the cost of middle mile connections directly impacts the cost of providing last mile broadband in rural communities and that the cost of middle mile service from the internet backbone to a rural area can be hundreds of times the cost in cities, making it infeasible for a rural broadband provider to sell affordable services to the public.

c. Does this project, as identified in this application, **completely** address the stated need? If not, please describe additional work or phases and the estimated time frame. Do you anticipate requesting Energy and Mineral Impact Assistance funds for future phases?

As this project provides middle mile service, it will not address the entire need, however it will enable last mile providers to provide broadband to customers, businesses, and anchor institutions. It will permit the private market and last mile providers **to access fiber optic cable in Nucla, Norwood and at the Sunshine substation**. At this time, we don’t anticipate needing additional DOLA funding to increase broadband access.

d. What other implementation options have been considered?

San Miguel County has considered installing its own optic fiber cable from Ridgway to Telluride in the Colorado Department of Transportation right of way, at a cost of \$5.5 million. However, the project proposed here, using the Tri-State fiber, is considerably more efficient and affordable and ready for immediate implementation.

e. What are the consequences if the project is not awarded funds?

San Miguel and west Montrose counties will continue to have limited-to-no access to broadband limiting critical community services such as medical, education and economic development. If a private company did decide to provide broadband service, it would be at ten times market rates. Educational and medical institutions along with local businesses would continue to suffer in their inability to provide sufficient, quality services or compete competitively. In addition, we have no redundancy, which is a serious issue for public services and public safety.

2. Measurable Outcomes:

a. Describe measurable outcomes you expect to see when implementation of this project is complete. How will the project enhance the livability* of your region, county, city, town or community (e.g. constructing a new water plant will eliminate an unsafe drinking water system and provide safe and reliable drinking water; the construction of a new community center will provide expanded community services, or projects achieving goals regarding energy conservation, community heritage, economic development/diversification, traffic congestion, etc.)?

***(Livability means increasing the value and/or benefit in the areas that are commonly linked in community development such as jobs, housing, transportation, education, emergency mitigation, health and environment)**

Measurable outcomes include:

- Dedicated public access to a fiber optic cable for broadband use
- Potential for 40GB of middle mile access for communities along the route
- A speed increase of up to 100 times from the current services
- A price reduction of up to ten times from the current GB pricing
- Redundancy broadband infrastructure for critical service and anchor institutions

Middle mile broadband access will enhance the livability of San Miguel and west Montrose counties by increasing employment opportunities, increase existing businesses growth and providing access to information technology start-up businesses. The U.S. Department of Commerce has found that communities with broadband added 1 percent to 1.4 percent to their employment growth rate, 0.5 percent to 1.2 percent to the growth of business establishments, and 0.3 percent to 0.6 percent to the share of information technology businesses. Access to broadband is an essential ingredient to economic development and attracting and retaining businesses, as well as for education and health care (telemedicine).

b. How many people will benefit from the project? (i.e., region, county, city, town, community, subdivision, households or specific area or group; or any portion thereof)

This project will benefit the residents, visitors and workforce of San Miguel and west Montrose counties, which varies between 10,000 and 25,000 people.

c. How will the outcome of the project be measured to determine whether the anticipated benefits to this population actually occur?

Success of short-term outcomes from this proposal will be measured by:

- Purchase and installation of switches, routers, and splice boxes
- Payment of maintenance fee contract
- Lighting fiber optic cable from Nucla to Sunshine

Success of our long-term outcomes will be measured by the act of last mile broadband service providers beginning to serve the region, the cost of that service, and the efficiency, availability, and speed of the available internet.

d. Does this project preserve and protect a historic building, facility or structure? If yes, please describe.

Year of construction: _____

No

e. Will this project implement an energy efficiency/strategy that could result in less carbon footprint or conserve energy use or capitalize on renewable energy technology? If yes, please describe.

No

3. Relationship to Community Goals

a. Is the project identified in the applicant's budget or a jurisdictionally approved plan (e.g. capital improvement plan, equipment replacement plan, comprehensive plan, utility plan, road maintenance and improvement plan or other local or regional strategic management or planning document)? What is its ranking?

This project is identified in the Region 10 Broadband Strategic Implementation Plan. San Miguel County is an active participant in this regional planning process.

4. Local Commitment and Ability to Pay/Local Effort

a. Why can't this project be funded locally?

This project cannot be funded locally because the private markets will not invest in basic infrastructure (middle-mile) in rural markets. Without middle mile infrastructure the private markets cannot provide competitive pricing, adequate access or bandwidth, or any redundancy to this area. Private market funding of middle mile infrastructure is not economically viable. This project will cost over \$750,000, and there are no County funds appropriated for this project.

b. Has this project been deferred because of lack of local funding? If so, how long?

Yes, this project has been deferred because of lack of funding as well as lack of the right partners with the necessary resources coming together to achieve a successful project. The County has been investigating the potential for broadband service since 1999; however, the Tri-State fiber was not available until 2006.

c. Explain the origin of your local cash match. (Note: Whenever possible, local government cash match on a dollar for dollar match basis is encouraged.)

The County is partnering with the PCT and the Telluride Foundation, which negotiated the IRU agreement and IRU fee with Tri-State; the Telluride Foundation has committed to financing the \$313,800 IRU fee.

d. What other community entities, organizations, or stakeholders recognize the value of this project and are collaborating with you to achieve increased livability of the community? Please describe how your partners are contributing to achieve the improvement to the livability of the community through this project. If in-kind contributions are included in the project budget, detailed tracking will be required on project monitoring report.

Tri-State is a key partner in this project and is providing access to the fiber optic cable via the IRU agreement, as well as technical assistance for the project.

The PCT, as a supporting organization of the Telluride Foundation, is an integral partner in this project. Its Broadband Expansion Initiative is managed by a committee that includes: Lynn Black, San Miguel County Administrator, George Glasier, resident of Nucla, and Paul Major, President and CEO of the Telluride Foundation. The PCT will hold title to the 100 easements along the fiber.

The Telluride Foundation has negotiated the IRU Agreement with Tri-State and is committed to financing the \$313,800 IRU fee.

The 100 landowners along the fiber optic cable route are greatly contributing to this project by donating easements and waving easement fees because they realize the public benefit of this project. These landowners have been willing to donate their easements to the PCT, as a nonprofit organization dedicated to the community and economic benefit of the Paradox region.

The Telluride Fire District has a tower along the route, which holds public safety and communications equipment. The Fire District will access the fiber at one of the splice boxes, enabling it to upgrade and improve the regional public safety radios and communication systems for the County Sheriff, Search and Rescue, and EMTs. The Fire District is supportive of this project, as it will increase the capabilities of their tower and benefit public safety agencies.

The communities along the fiber optic line, including Norwood, Nucla, and Redvale will be providing public access conduits to the fiber optic cable. Communities not directly along the line, such as Ophir, will also benefit by having access to a middle-mile source.

Schools, medical clinics, libraries, public safety agencies, and local governments are very supportive of increased access, affordability and redundancy, and these anchor institutions are willing and ready to purchase broadband service when it becomes available.

i. Please describe the level of commitment by each collaborator. (e.g. fee waivers, in-kind services, fundraising, direct monetary contribution, policy changes.)

- Tri-State – providing access to fiber optic cable
- Telluride Foundation – match contribution
- PCT – facilitating easement procurement
- Landowners – easement donations
- Telluride Fire District – tower to enhance public safety
- Communities – public access conduits for the fiber connections

ii. Please list the value of the resources that each collaborator is bringing to the program.

- Telluride Foundation – guaranteeing financing of \$313,800 IRU fee
- PCT – facilitating easement procurement – value of facilitating and holding easements not estimated
- Tri-State – providing access to 4 strands of cable valued at \$20,000/mile, approximately \$1,060,000
- Landowners’ easement donations –approximate value of \$6,000/mile, subject to appraisal
- Telluride Fire District – tower value is \$300,000
- Community public access conduits – value not estimated

e. Has the applicant dedicated the financial resources in their current budget, reserve funds and/or unused debt capacity that are being used for the local matching funds? Explain if No

The Telluride Foundation has adequate balance sheet and reserves to finance the match.

f. Have the applicant’s tax rates, user charges or fees been reviewed recently to address funding for the proposed project?

N/A

g. If the tax rate, user charges or fees were modified, what was the modification and when did this change occur?

N/A

h. Has the applicant contacted representatives from local energy or mineral companies to discuss the project? If yes, when was the contact and what was discussed.

In 2014, this project was discussed with and supported by George Glasier, owner of the Pinon Ridge Uranium Mill, as well as with energy and mining construction services/support companies.

i. Has the applicant requested financial support from the industry? If yes, when was the contact, what amount did you request? What were the results? If no, why not?

No

5. Readiness to Go

a. Assuming this project is funded as requested, how soon will the project begin? **Select One** (X)Within 3 months, ()3-6 months, ()6-9 months or ()9-12 months? What is the time frame for completion? **Select One** ()Within 3 months, (X)3-6 months, ()6-9 months, ()9-12 months or () >12 months.

b. Describe how you determined that the project can be completed within the proposed budget as outlined in this application? Are contingencies considered within the project budget?

The budget is based on specific costs determined after conferring with Tri-State’s technical engineer. The budget does not include contingencies.

c. Has the necessary planning been completed? How? What additional design work or permitting must still be completed, if any? When? How did the applicant develop project cost estimates? Is the project supported by bids, professional estimates or other credible information? Please attach a copy of any supporting documents.

The necessary planning has been completed, and Tri-State has determined the feasibility of the project. Required easement language has been approved by Tri-State and PCT. The IRU Agreement has been negotiated and easements, identified by Tri-State, are currently being procured.

The routers, switches and splice boxes have been engineered, and cost estimates have been supplied by Clearworks.

Cost estimates have been provided by Tri-State. The cost of the easement appraisals was estimated at \$10,000, provided by a local tax accountant.

6. Energy & Mineral Relationship

a. Describe how the applicant is, has been, or will be impacted by the development, production, or conversion of energy and mineral resources.

San Miguel County and west Montrose counties have been impacted by extensive gas production and exploration for several years. Uranium exploration and mining was, until recently, very active in the western part of San Miguel and Montrose counties, placing higher demands on public services and county road maintenance. There are several active gas wells and mining operations currently in operation.

b. To further document the impact in the area, name the company or companies involved, the number of employees associated with the activities impacting the jurisdiction and other relevant, quantitative indicators of energy/mineral impact.

The companies involved include:

- CCI Paradox Upstream, which recently purchased Patara Oil & Gas
- Uranium mining companies include UMETCO Corporation and Dennison Mines, which recently sold the Sunday Mine Complex to Energy Fuels.
- Pinon Ridge Uranium Mill

The combined number of employees associated with mining & mineral exploration is difficult to determine because the Division of Labor & Employment stated such employee information is confidential. However, we have determined that approximately 40 employees are currently working in San Miguel County, which does not include sub-contractors building well pads, performing reclamation and revegetation, or hauling water, fuel, road materials and supplies.

7. Management Capacity

a. How will you separate and track expenditures, maintain funds and reserves for the capital expenditures and improvements as described in this project?

Grant funding will be held by San Miguel County and tracked through their financial system. San Miguel County has extensive experience managing grant funds and tracking expenditures.

b. Describe the funding plan in place to address the new operating and maintenance expenses generated from the project?

The County will hold the maintenance contract between the County, PCT, and Tri-State. By acting as the middle mile provider, the County and PCT will contract with last mile ISPs who will pay to access the internet along the fiber route from Nucla to the Sunshine substation, thus securing a consistent annual revenue stream to the County that will cover annual operating and maintenance expenses.

c. Describe the technical and professional experience/expertise of the person(s) and/or professional firms responsible to manage this project.

This project will be managed by a partnership between the county, Tri-State, PCT, and the Telluride Foundation. Tri-State is providing all technical expertise.

d. Does the project duplicate service capacity already established? Is the service inadequate? Has consolidation of services with another provider been considered?

No

E. HIGH PERFORMANCE CERTIFICATION (HPCP) PROGRAM COMPLIANCE.

Colorado Revised Statutes (C.R.S. 24-30-1305.5) require all new facilities, additions, and renovation projects that meet the following eligibility criteria to conform with the High Performance Certification Program (HPCP) policy adopted by the Office of the State Architect (OSA) if:

- The project receives 25% or more of state funds; **and**
- The new facility, addition, or renovation project contains 5,000 or more building gross square feet; **and**
- The building includes an HVAC system; **and**
- In the case of a renovation project, the cost of the renovation exceeds 25% of the current value of the property.

The HPCP requires projects that meet the eligibility criteria above to achieve third party verification with the target goal of LEED Gold or Green Globes-Three Globes. Projects are strongly encouraged to meet the Office of the State Architect’s (OSA) Sustainable Priorities in addition to the LEED prerequisites. Projects funded through DOLA that meet the above eligibility criteria are required to complete the DOLA registration and tracking process. See DOLA’s [HPCP web page](#) for more information or contact your [DOLA regional manager](#).

In instances where achievement of LEED Gold or Green Globe-Three Globes certification is not achievable, an applicant may request a modification of the HPCP policy or a waiver if certain conditions exist. DOLA staff will work with applicants to identify workable solutions to meet the program’s intent to maximize building energy efficiencies.

Please answer the following questions:

(Complete this section only if your project application is for a building project, both new construction as well as renovation.)

1. Is the applicant seeking state funding for 25% or more of the total project cost (including all phases, if applicable)? Yes _____ No _____
(If no, the project does not meet the HPCP requirement and the rest of this section does not need to be completed)

2. Does the building include an HVAC system? Yes _____ No _____
If yes, please check whether the proposed project includes a _____ HVAC upgrade or _____ new HVAC system.

3. Is this project (check all that apply): _____new construction _____renovation _____new and renovation
New building square footage: _____SF Renovation square footage: _____SF
Is the building square footage (new construction and/or renovation) 5,000 SF or more? Yes _____ No _____

4. For building renovation projects:
What is the current property value? (Determine based on assessed or appraised value) \$ _____
What is the total project cost for the renovations? \$ _____

Does the cost of renovation exceed 25% of the current value of the property? Yes _____ No _____

5. If you answered "yes" to questions 1, 2, 3, and if applicable, 4, then your project meets the HPCP eligibility criteria. Complete the HPCP registration form and preliminary checklist and submit with this grant application. (See DOLA's [HPCP web page](#) for registration and checklist form.)

ADDITIONAL QUESTIONS:

6. Have you included any additional costs in this grant application for third party verification to comply with the High Performance Certification Program? Yes _____ No _____ If yes, please specify the estimated cost for third participation verification/certification:\$ _____

7. Will you need assistance locating resources, third party consultants, or technical assistance for HPCP third party verification requirements, preparing cost estimates, or otherwise complying with the HPCP?
Yes _____ No _____ Explain _____

Note: If this application is for design services for a planned building project that meets the HPCP eligibility criteria and the applicant intends to seek state funding for 25% or more of the total project cost, then the design should maximize high performance building certification standards (by completing the HPCP checklist) and build in anticipated project costs, as appropriate.

F. TABOR COMPLIANCE.

1. Does the applicant jurisdiction have voter authorization to receive and expend state grants without regard to TABOR spending limitations? If yes, explain:

Yes, a ballot measure passed in 2005, "de-Brucing" San Miguel County.

2. If the applicant jurisdiction receives a grant with State Severance funds, will the local government exceed the TABOR limit and force a citizen property tax rebate?

No

3. Has the applicant jurisdiction been subject to any refund under TABOR or statutory tax limitations? Explain.

No

4. Has the applicant sought voter approval to keep revenues above fiscal spending limits? Explain.

Yes, a ballot measure passed in 2005 "de-Brucing" San Miguel County.

5. Are there any limitations to the voter approved revenues? (e.g., Can revenues only be spent on law enforcement or roads?)

No

6. If the applicant jurisdiction is classified as an enterprise under TABOR, will acceptance of a state grant affect this status? Explain.

N/A

G. ENVIRONMENTAL REVIEW.

Indicate below whether any of the proposed project activities:

1. Will be undertaken in flood hazard areas. Yes _____ No X
List flood plain maps/studies reviewed in reaching this conclusion. Describe alternatives considered and mitigation proposed.

--

2. Will affect historical, archeological or cultural resources, or be undertaken in geological hazard area? Yes _____ No X
Describe alternatives considered and mitigation proposed.

--

3. Address any other related public health or safety concerns? Describe. Yes _____ No X

--

APPLICATION SUBMISSION INSTRUCTIONS AND OFFICIAL BOARD ACTION DATE (REQUIRED)

Application and attachments must be submitted electronically in

WORD .DOC (Preferred) or .PDF Format (Unsecured) to:

ImpactGrants@state.co.us

Please Cc your [Regional Field Manager](#) all documents as well to ensure receipt.

In email subject line include: Applicant Local Government name and Tier for which you are applying

-example- **Subject:** Springfield County EIAF Grant Request, Tier 1

NOTE: Please do not submit a scanned application (scanned attachments ok).

(If you are unable to submit electronically please contact your [DOLA regional manager](#))

For any questions related to the electronic submittal please call Bret Hillberry @ 303.864.7730

Attachments List (Check and submit the following documents, if applicable):

- ▶ Preliminary Engineering Reports _____
- ▶ Architectural Drawings _____
- ▶ Cost Estimates _____
- ▶ Detailed Budget _____
- ▶ Map showing location of the project _____
- ▶ Attorney's TABOR decision _____
- ▶ HPCP Registration, modification
Or Waiver Form _____

Official Board Action taken on

March 25, 2015

Date

Submission of this form indicates official action by the applicant's governing board authorizing application for these funds.

SAN MIGUEL COUNTY

BOARD OF COMMISSIONERS

5E

ELAINE FISCHER

ART GOODTIMES

JOAN MAY

March 25, 2015

Mr. Phil Robertson
Colorado Department of Transportation
Region 5 Utility Permit Office
3803 N. Main Ave., #300
Durango, CO 81301

Re: Right-of-Way Permit Application

Dear Mr. Robertson:

Attached please find San Miguel County's application for a Right-of-Way Permit from CDOT. San Miguel County is seeking to install an aerial antenna tower between mile posts 70 and 71 on Colorado Highway 145 near Telluride. The proposed site will provide a line of sight location for a dedicated wireless broadband relay to the County Sheriff's Office. This wireless tower is an economical method to provide redundant broadband service for public safety operations for the county. Broadband wireless providers will also have an opportunity to co-locate on the proposed aerial tower. The proposed tower will be located .4 miles from CO HWY 145 MM71 and approximately 26-feet from traffic barrier within the CDOT Right-of-Way (ROW).

The proposed 35-foot 5G Rohn Tower would be installed upon a concrete pad, which would be poured on site. The finished tower height is estimated to be 38-feet above grade. Electricity is necessary for tower operations and is available to site from San Miguel Power Association. An existing CDOT tower is located within the ROW adjacent to proposed site. Site photos are included with man holding stick marking the proposed site within CDOT ROW and also the existing CDOT tower.

It would be necessary to temporarily traffic barriers to unload equipment and materials to the proposed tower site. County personnel could be available to assist with temporary removal of barriers and re-attaching them. A temporary traffic control plan for Colorado HWY 145 is enclosed.

San Miguel County maintains the necessary insurance required for CDOT Utility and Special Use permits. A certificate of insurance coverage with endorsement of CDOT as additional insured is attached for review. The contractor hired by county will also be required to obtain and maintain the proper insurance coverages.

The county applied for and received environmental clearance for a fossil locality file search from University of Colorado Museum of Natural History. Also, the Colorado Office of Archaeology and Historic Preservation conducted a search of the Colorado Inventory of Cultural Resources within immediate vicinity and no sites or surveys were located.

Thank you for your time and consideration.

Sincerely,

SAN MIGUEL COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS

Joan May, Chair

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**COLORADO DEPARTMENT OF TRANSPORTATION
UTILITY/SPECIAL USE PERMIT APPLICATION**

Please print or type

Instructions:

Complete this form, attach all required documents, and submit it to the appropriate permit office. To determine which documents are required, refer to page 2 of this form and/or contact the Permit Office. **You must submit all required documents or the application will be deemed to be incomplete and will not be accepted.** Please do not FAX completed forms or documents.

Permittee: property or utility owner		
Name	SAN MIGUEL COUNTY	
Address	PO BOX 1170 333 W COLORADO AVE TELLURIDE, CO 81435	
Contact person	e-mail address	Telephone
JIM SOUKUP	JIMS@SANMIGUELCOUNTY.ORG	970-369-5482

Applicant if other than permittee		
Name		
Address		
Contact person	e-mail address	Telephone

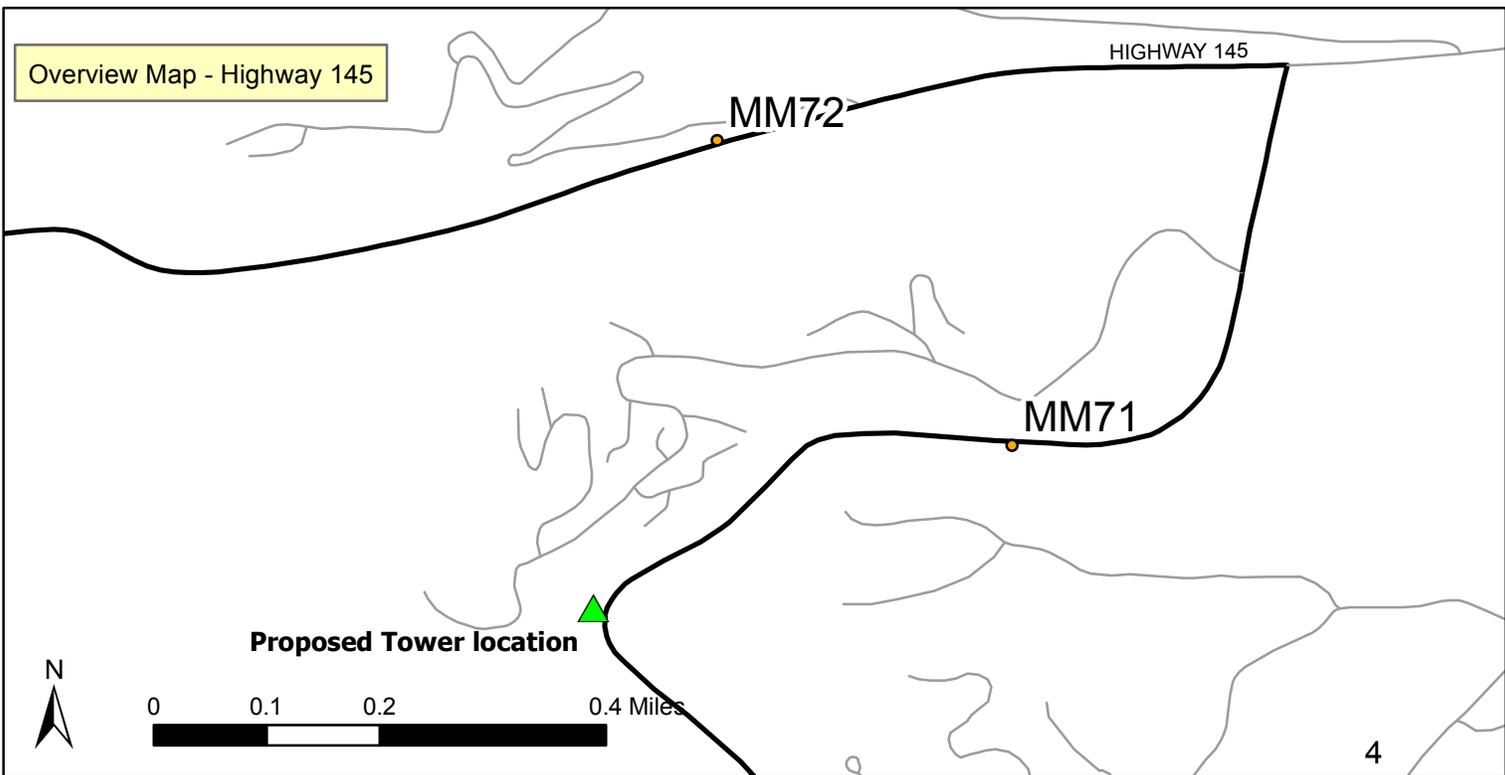
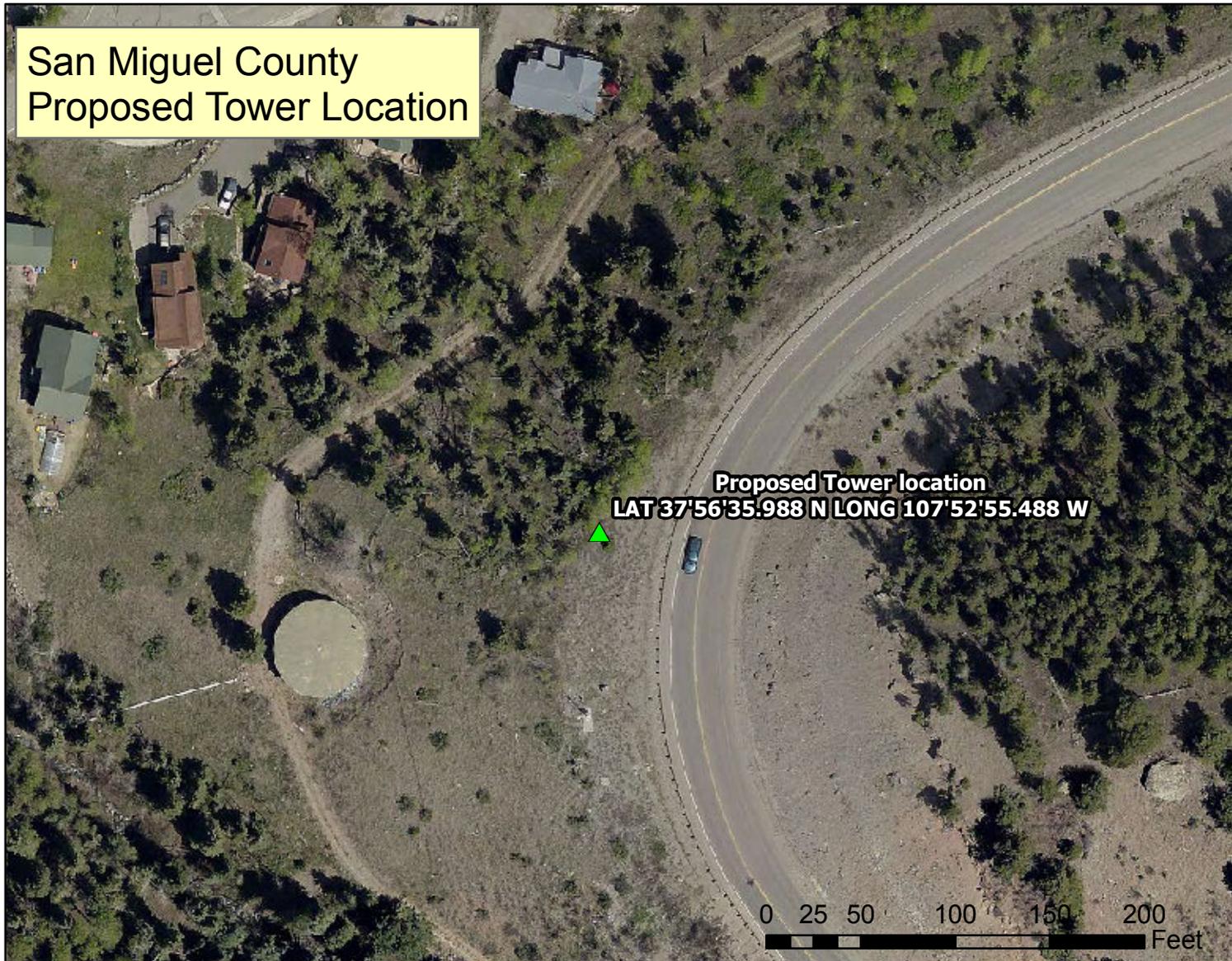
Activity Description: (furnished by permittee)

Purpose of Utility Permit		
<input checked="" type="checkbox"/> Installation <input type="checkbox"/> Adjust/relocation <input type="checkbox"/> Removal <input type="checkbox"/> Maintenance of existing facility		
Facility (type, size, class of transmittant, design pressure or potential, etc.)		
SELF SUPPORTING 35' AERIAL ANTENNA (WIRELESSBROADBAND) ERECTED ON 6' CONCRETE PAD		
Nature of installation		
<input type="checkbox"/> Longitudinal (parallel) <input type="checkbox"/> Buried* <input checked="" type="checkbox"/> Aerial/Ground-mounted <input type="checkbox"/> Transverse (crossing) <input type="checkbox"/> Attach to Highway Structure #:		
Purpose if for other than Utility Permit		
<input type="checkbox"/> Landscaping <input type="checkbox"/> Survey <input type="checkbox"/> Spill cleanup <input type="checkbox"/> Site restoration <input checked="" type="checkbox"/> Construction within right-of-way <input type="checkbox"/> Other (describe):		
State Highway No.	County	City/Town
145	SAN MIGUEL COUNTY	TELLURIDE
Location relative to SH milepost(s)		
LOCATED .4 MILES NORTH OF MILE POST 71 BETWEEN MILE POST 70 AND 71		
Location relative to intersecting feature(s), e.g., cross street, str. #, etc.		
ONE MILE NORTH OF HWY 145 INTERSECTION AT SOCIETY TURN ROUNDABOUT (NEAR TELLURIDE)		
Intended start date and planned duration of work		
JUNE 2015 (ONE WEEK)		
Additional remarks		
PROPOSED SITE IS LOCATED ADJACENT TO A CDOT AERIAL ANTENNA		
If Permittee will own or operate underground facilities in State Highway rights-of-way: Indicate contact person for underground location information:		Telephone

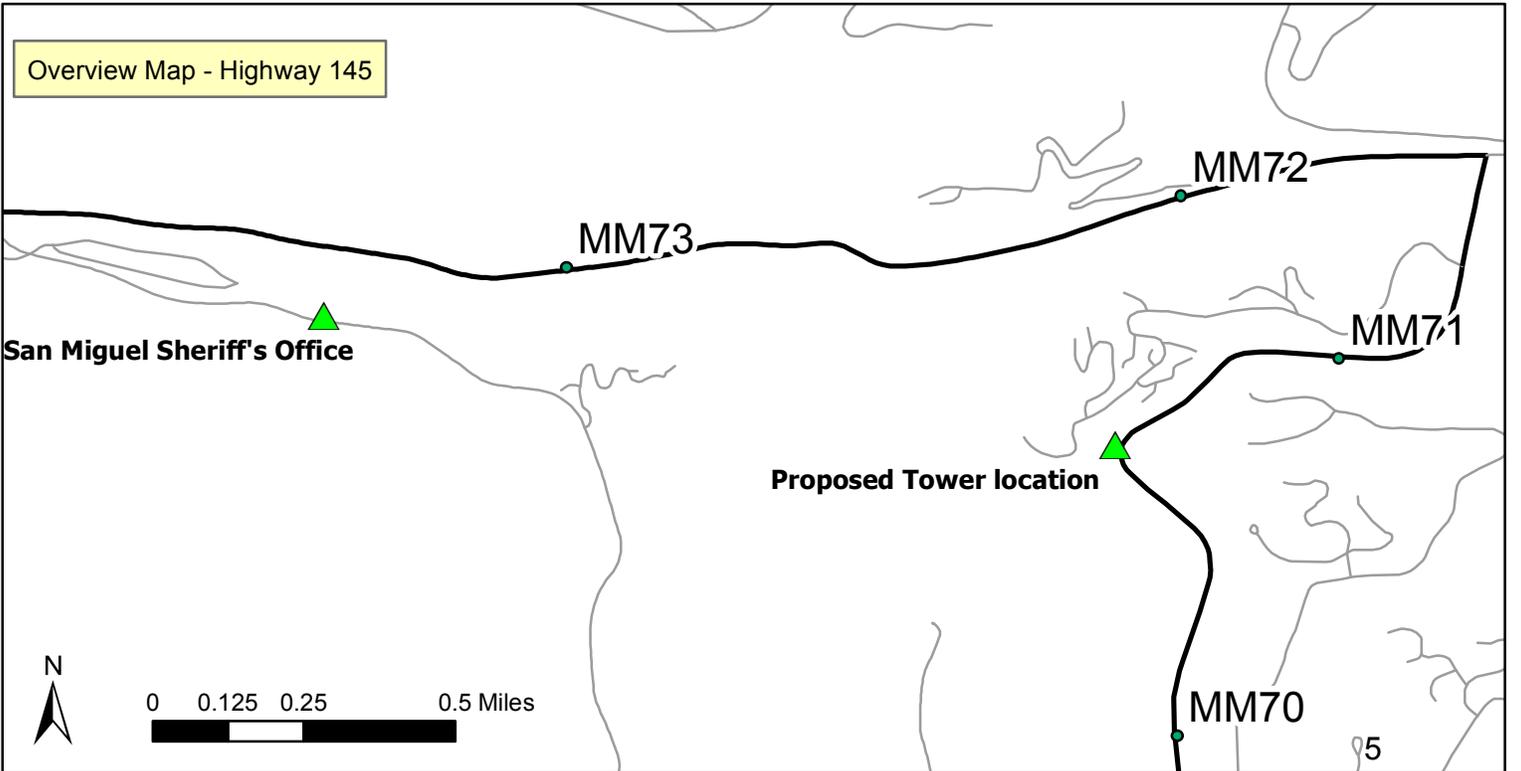
*Notice to Excavators: Pursuant to 9-1.5-103 C.R.S., excavators shall not make or begin any excavation without first notifying the Utility Notification Center of Colorado (UNCC) and if necessary, then notifying the tier two members having underground facilities in the area of such excavation. Notification shall also be given to the CDOT regional permitting office, or as otherwise directed by the Special Provisions of the permit that is issued. Notice of the commencement, extent and duration of the excavation work shall be given at least two business days prior thereto, not including the day of actual notice. The UNCC may be called at 1-800-922-1987.

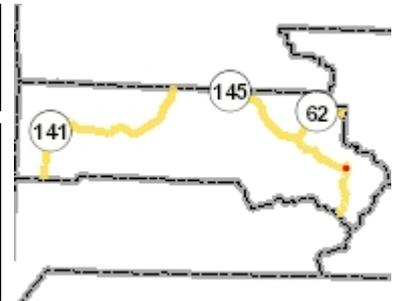
See reverse side for additional instructions

San Miguel County
Proposed Tower Location



San Miguel County Proposed Tower Locations

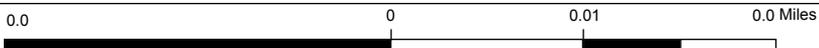




Legend

- Parcel Boundaries
- Natural Features
- Roads (0 - 1:100,000)
 - Arterial
 - Main
 - Local
 - Primitive

1:500



Notes

San Miguel County Sheriff's TOWER



G-SERIES SELF-SUPPORTING

GENERAL USE

The self-supporting G-Series towers offer an easy, low-cost solution to get light weight antennas in the air quickly. By using the G-Series tower as a self-supporting structure, you minimize land area usage. They are functional in a wide variety of wind speeds. See ROHN's standard designs to help identify the right structure for your project. These are the same sturdy, robust tower sections that ROHN has fabricated for years. Each larger model allows for more loading capacity.

FEATURES

- Completely hot-dip galvanized after fabrication
- Cross bracing is formed by a continuous solid rod bracing fashioned into a zig-zag pattern for strength
- Pre-engineered loading charts meet varying individual specs and site conditions
- Typical uses include: small dishes, broadband, security and two-way communication
- All towers have 'fixed' bases

KITS

The kit part numbers for ROHN Self-Supporting G-Series towers include:

- Short base for embedment in concrete
- Rev F ground kit
- All tower sections and connection hardware
- Tapered top (25G and 45G towers)
- Top plate (55G towers)
- Cap plate kit (65G towers)



Typical Self-Supporting
25G, 45G and 55G Tower

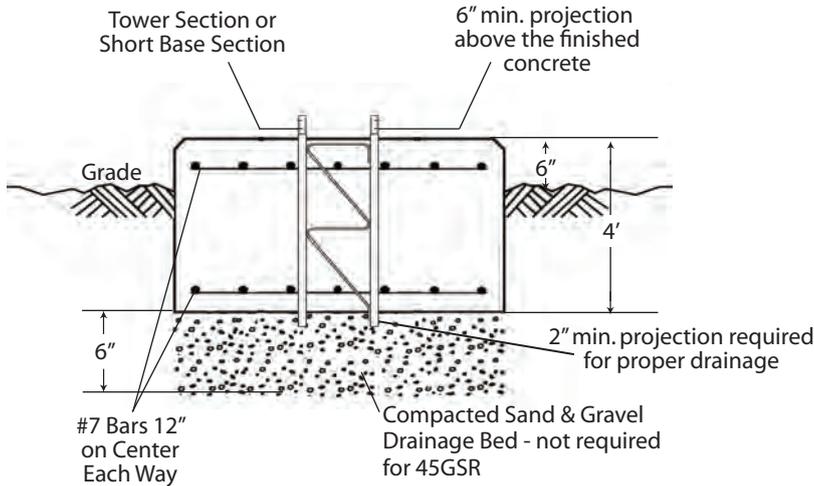


Typical Self-Supporting
45GSR and 65G Tower

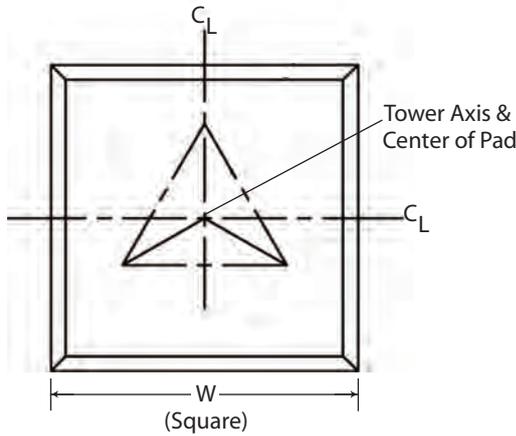
Per Rev G requirements, any structure greater than 10' requires a climber safety device. Please see page 209 for ordering information.



ROHN G-Series Self-Supporting Tower Normal Soil Foundations

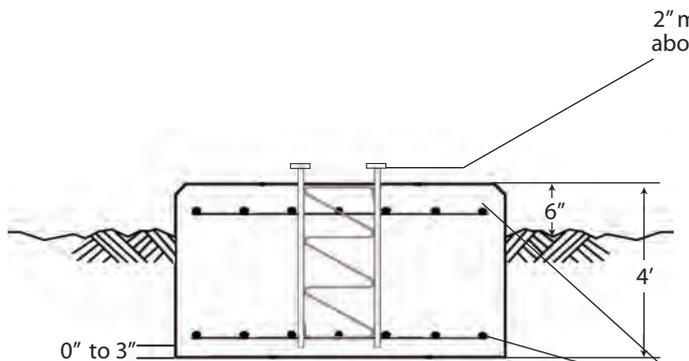


ELEVATION VIEW
25G (shown), 45G & 55G
SELF-SUPPORTING TOWER FOUNDATION

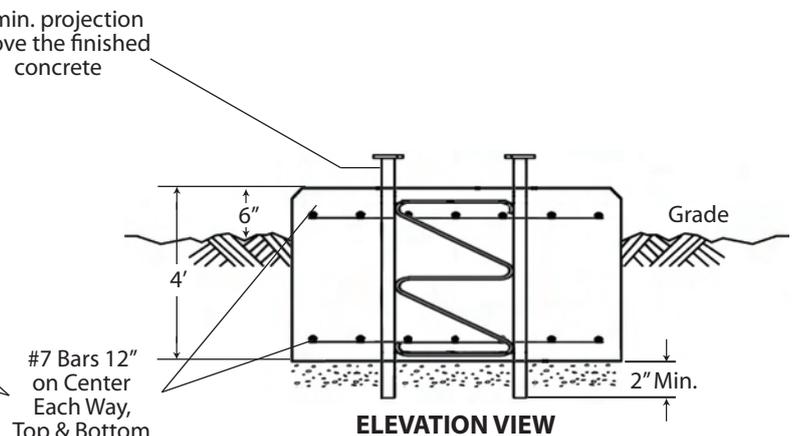


PLAN VIEW

Tower	Mat Width (W)	Concrete Volume (Cu. Yds.)
25G	4' - 0"	2.4
45G	5' - 3"	4.1
55G	6' - 0"	5.3
45GSR 65G	7' - 9"	8.9



ELEVATION VIEW
45GSR
SELF-SUPPORTING TOWER FOUNDATION



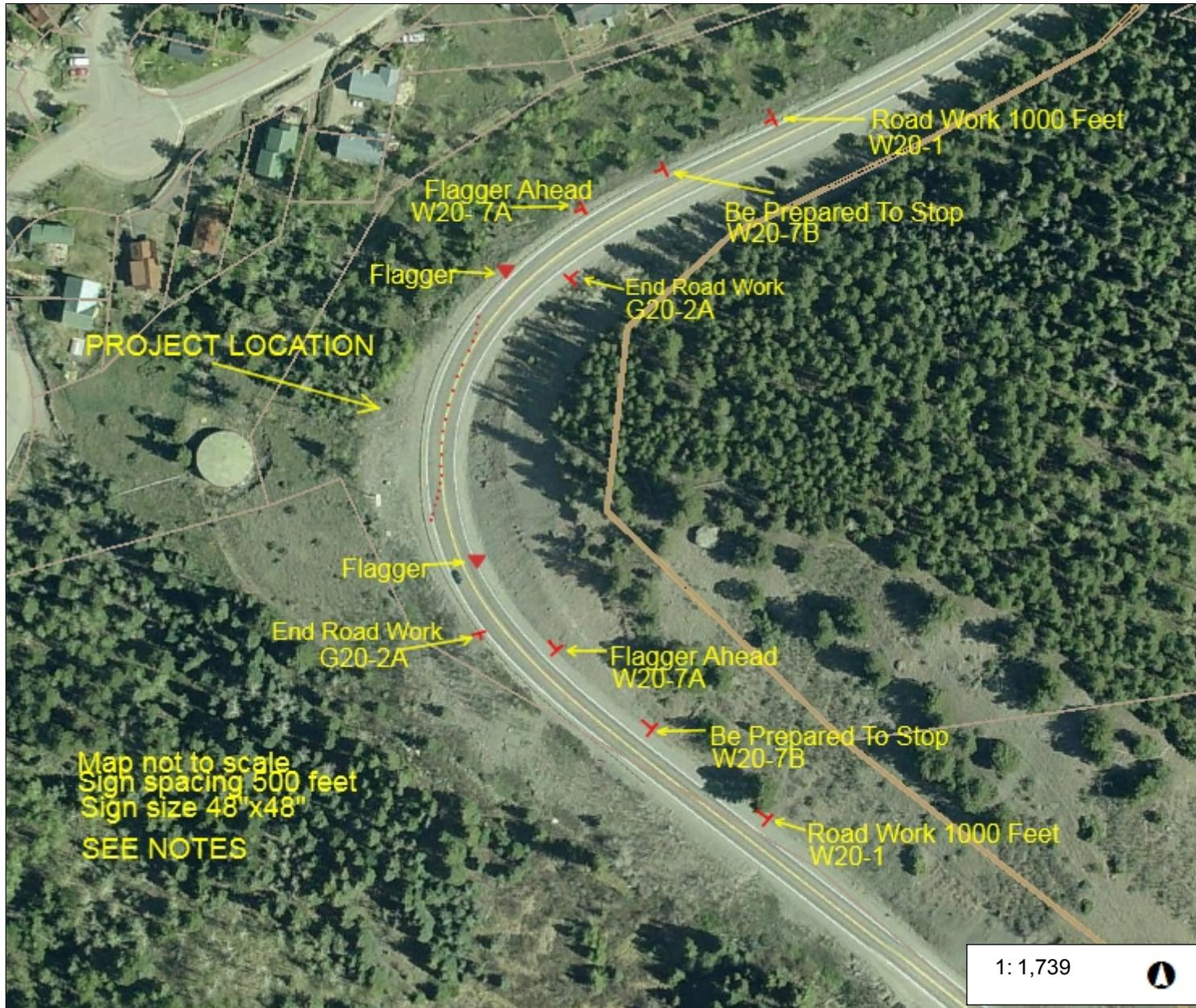
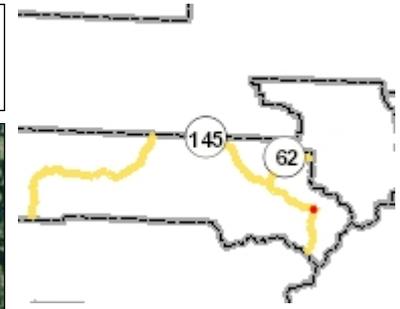
ELEVATION VIEW
65G
SELF-SUPPORTING TOWER FOUNDATION







TEMPORARY TRAFFIC CONTROL PLAN COLORADO HIGHWAY 145 MM 70.5



Legend

- Parcel Boundaries
- Town Boundaries
- County Boundaries

Map not to scale
Sign spacing 500 feet
Sign size 48"x48"
SEE NOTES

1: 1,739



Notes

- SIGN SPACING 500 FEET
- LANE CHANGE TAPER 100 FEET
- SIGN SIZE 48"x48"
- TRANSITION AREA 200 FEET



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/27/2015

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 Arthur J. Gallagher Risk Management Services, Inc. 6399 S. Fiddlers Green Cir Suite 200 Greenwood Village CO 80111	CONTACT NAME: Anita Bruner PHONE (A/C, No, Ext): 303-889-2574 E-MAIL ADDRESS: anita_bruner@ajg.com	FAX (A/C, No): 303-889-2575	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED San Miguel County PO Box 486 Norwood, CO 81423	INSURER A: Colorado Counties Casualty & Proper		
	INSURER B: Atlantic Specialty Insurance Compan		27154
	INSURER C: Arch Insurance Company		11150
	INSURER D: County Worker's Compensation Pool		
	INSURER E: Lexington Insurance Company		19437
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 1008875648 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		PER PARTICIPATION CERT	1/1/2015	1/1/2016	EACH OCCURRENCE \$250,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$250,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$250,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Claims Made			PER PARTICIPATION CERT	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$250,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$250,000			7910003550004	1/1/2015	1/1/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCX0057823	12/31/2014	12/31/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D A E	County Workers' Comp Pool Prop, Mob Eq, Auto PD, XS Excess Property			PER PARTICIPATION CERT. PER PARTICIPATION CERT 020412751	12/31/2014 1/1/2015 1/1/2015	12/31/2015 1/1/2016 1/1/2016	DEDUCTIBLE \$500 \$ 150,000 BLANKET BLDG & PP \$ 100,000,000

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

WC SIR: \$875,000

See Attached...

CERTIFICATE HOLDER

CANCELLATION

Colorado Department of Transportation Utility Permit Office 3803 N. Main Avenue, Suite 300 Durango CO 81301 USA	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 
---	---



ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED San Miguel County PO Box 486 Norwood, CO 81423	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Excess Property:
 Carrier: Lexington Insurance Company
 Policy #020412751
 Policy Term: 01/01/2015 to 01/01/2016
 \$100,000 Loss Limit - Excess Property/Real & Personal Property (All Risk) including Equipment
 Breakdown
 \$5,000,000 Each Occurrence/Annual Aggregate - Flood, Zone A
 \$50,000,000 Each Occurrence/Annual Aggregate - Flood, all other Zones
 \$50,000,000 In the Aggregate as respects all flood loss combined
 \$25,000,000 Each Occurrence/Annual Aggregate - Earthquake
 \$100,000 Business Income (Includes Rental Income)
 \$150,000 Deductible All Perils / \$5,000 deductible Equipment Breakdown except \$10,000 applies to
 Snake River Waste Water Treatment Facility in Dillon, CO

Carrier D: CWCP is a qualified Self Insured Pool and is reinsured by Carrier C

The Colorado Department of Transportation is an Additional Insured as respects general liability, auto liability and umbrella policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.
 RE: CDOT Utility and Special Use Permit, Colorado State Highway Right-of-Way.

Subject: RE: Fossil Locality File Search Request

From: Tonia S. Culver (Toni.Culver@Colorado.EDU)

To: johnh@sanmiguelcounty.org;

Date: Monday, January 5, 2015 2:50 PM

Hello John,

Thank you for your inquiry. The letter is fine however, in the future, it may be easier for you to send an email. After running a query on our database, we do not have any fossil localities in the area you requested.

Thank you for contacting us!

Toni Culver, Collections Manager, Paleontology

University of Colorado Museum of Natural History Boulder

265 UCB MCOL

Boulder, Colorado 80309

303-492-5211

From: John Huebner [mailto:johnh@sanmiguelcounty.org]

Sent: Tuesday, December 30, 2014 10:37 AM

To: Tonia S. Culver

Subject: Fossil Locality File Search Request

Dear Toni,

Attached to this email is a request to the University Of Colorado Museum Of Natural History to perform a fossil locality file search on a proposed permit area with the Colorado Department of Transportation. Thank you for your assistance.

John

John Huebner

Chief Deputy Clerk to the Board

San Miguel County

PO Box 1170

Telluride, CO 81435

phone: 970-369-5429

facsimile: 970-728-3718

www.sanmiguelcounty.org



San Miguel County Board of County Commissioners

Elaine R.C. Fischer - Art Goodtimes - Joan May

December 30, 2014

Ms. Toni Culver
Collection Manager, Vertebrate Paleontology and Trace Fossils
University of Colorado Museum of Natural History
Henderson Building
UCB 218
1030 Broadway
Boulder, CO 80309

Re: Fossil Locality File Search Request

Dear Ms. Culver:

San Miguel County is preparing an application for a Utility/Special Use Permit in a CDOT right-of-way. San Miguel County is seeking to install an aerial antenna tower between mile marker 70 and 71 on Colorado Highway 145 near Telluride. The proposed tower GPS location is: LAT 37'56'35.988 N LONG 107'52'55.488 W.

The letter is a request to the University Of Colorado Museum Of Natural History to perform a fossil locality file search of the permit area identified above. Would you please let me know if this letter is a sufficient request and if you require additional detailed information.

Thank you for your time and consideration.

Sincerely,

John Huebner
Chief Deputy Clerk to the Board
970-369-5429
johnh@sanmiguelcounty.org

Cc: Nicole Peavey, CDOT Paleontologist

HISTORY COLORADO
Office of Archaeology and Historic Preservation
1200 Broadway, Denver, Colorado 80203

Lynn M. Black
San Miguel County
PO Box 1170,
Telluride, CO 81435

January 6, 2015

Re: SMC Sheriff's Aerial Tower
File Search No. 18648

At your request, the Office of Archaeology and Historic Preservation has conducted a search of the Colorado Inventory of Cultural Resources within the immediate vicinity of the tower location shown on the provided map, located in the following area:

PM	T	R	S
NM	43N	9W	32 SE (projected)

0 sites and 0 surveys were located in the designated area(s).

If information on sites in the project area was found, detailed information follows the summary. If no sites or districts were found, but surveys are known to have been conducted in the project area, survey information follows the summary. We do not have complete information on surveys conducted in Colorado, and our site files cannot be considered complete because most of the state has not been surveyed for cultural resources. There is the possibility that as yet unidentified cultural resources exist within the proposed impact area.

Therefore, in the event there is Federal or State involvement, we recommend that a professional survey be conducted to identify any cultural resources in the project area, which are eligible to be listed in the National Register of Historic Places. We look forward to consulting with you regarding the effect of the proposed project on any eligible cultural resource in accordance with the Advisory Council on Historic Preservation Procedures and the Preservation and Protection of Historic and Cultural Resources (36 CFR 800). Please provide this office with the results of the cultural resource survey for our review of professional adequacy and compliance with regulations.

If you have any questions, please contact the Office of Archaeology and Historic Preservation at (303) 866-3395 or 3392. Thank you for your interest in Colorado's cultural heritage.

Richard Wilshusen
Deputy State Historic Preservation Officer for Archaeology
State Archaeologist

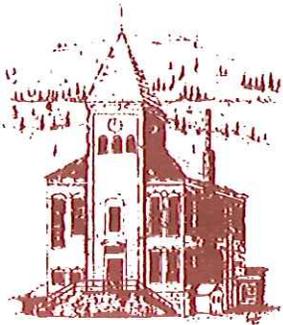
Kevin Black
Assistant State Archaeologist

*Information regarding significant archaeological resources is excluded from the Freedom of Information Act. Therefore, legal locations of these resources must not be included in documents for public distribution.

*San Miguel County Clerk
and Recorder's Office*

305 W. Colorado Avenue
P.O. Box 548
Telluride, CO 81435

(970) 728-3954 • FAX (970) 728-4808



March 13, 2015

To: Board of San Miguel County Commissioners

RE: Telski Food & Beverages Service dba Alpino Vino Liquor License

This application for liquor license renewal is a late application. The Colorado Department of Revenue Liquor Enforcement Division set a due date of 1/21/2015 for the application and the actual license expired March 6, 2015.

I was contacted by an employee of Telski (Patrick Berry, Controller) on March 13, 2015 as to the status of their license. I explained that the license was in fact expired and had been for 6 days and there should be absolutely no alcohol sales in any of the premises covered under this license. The State of Colorado allows for a grace period of 90 days to renew and allows the business to resume sales of alcohol once all the required payments and documents are submitted to the County.

Mr. Berry delivered all necessary documents and fees (including a \$500 late fee paid to San Miguel County- the State of Colorado has waived their \$500 late fee) that same day in order to allow the continued service and sales of alcohol.

Stephannie Van Damme

Deputy Clerk- San Miguel County

OFFICE OF
SAN MIGUEL COUNTY CLERK

M. KATHLEEN ERIE

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

WRITTEN FINDINGS

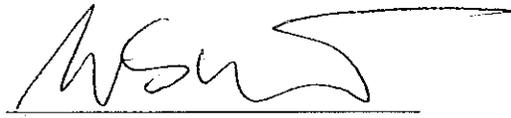
Date: March 13, 2015

To: San Miguel County Board of Commissioners

Re: Renewal of Hotel & Restaurant with Optional Premises for
Telski Food & Beverage Services
d/b/a Alpino Vino
12100 Camels Garden Road
Telluride, Colorado 81435

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


M. Kathleen Erie, County Clerk


William Masters, Sheriff

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

ALPINO VINO
 565 MOUNTAIN VILLAGE BLVD
 TELLURIDE CO 81435-9521

Fees Due	
Renewal Fee	\$500.00
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	

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

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

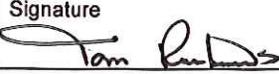
RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name TELSKI FOOD & BEVERAGE SERVICES		DBA ALPINO VINO		
Liquor License # 40919590009	License Type Hotel & Restaurant / Optional (county)	Sales Tax License # 40919590009	Expiration Date 3/7/2015	Due Date 1/21/2015
Street Address 12100 CAMELS GARDEN RD TELLURIDE CO 81435				Phone Number (970) 728 6900
Mailing Address 565 MOUNTAIN VILLAGE BLVD TELLURIDE CO 81435-9521				
Operating Manager STEPHEN ROTH	Date of Birth 4/11/1975	Home Address 565 MOUNTAIN VILLAGE BLVD TELLURIDE CO 81435	Phone Number 443-466-7608	

- Do you have legal possession of the premises at the street address above? YES NO
 Is the premises owned or rented? Owned Rented* *If rented, expiration date of lease 10/01/2020
- Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. YES NO
NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. YES NO
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. YES NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. YES NO
- SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.

AFFIRMATION & CONSENT

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

Type or Print Name of Applicant/Authorized Agent of Business TOM RICHARDS	Title CFO
Signature 	Date 3/13/2015

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

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

Local Licensing Authority For SAN MIGUEL COUNTY	Date 03-25-2015
Signature	Title CHAIRMAN- BOARD OF COUNTY COMMISSIONERS
	Attest COUNTY CLERK



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/13/2015

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.

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PRODUCER Willis of New Hampshire, Inc. DBA Willis Programs c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@willis.com		FAX (A/C, No): 1-888-467-2378
	INSURER(S) AFFORDING COVERAGE INSURER A: New Hampshire Insurance Company		NAIC # 23841
INSURED TSG Company, LLC 565 Mountain Village Blvd Telluride, CO 81435	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** W807330 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		01-LX-011738646-2	11/01/2014	11/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ None PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability		01-LX-011738646-2	11/01/2014	11/01/2015	\$1,000,000 Aggregate Limit \$1,000,000 Each Common Cause Limit

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

CERTIFICATE HOLDER Evidence of Insurance	CANCELLATION 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

Subject: Fw: Telluride Medical Center Public Notice SPK-2014-1067

From: Steven J. Zwick (stevez@sanmiguelcounty.org)

To: johnh@sanmiguelcounty.org; lynnb@sanmiguelcounty.org; daves@sanmiguelcounty.org;

Cc: joanm@sanmiguelcounty.org; commish3@sanmiguelcounty.org; elainef@sanmiguelcounty.org;

Date: Wednesday, March 11, 2015 2:14 PM

John: Please include a BOCC public discussion of the attached USA COE public comment notice regarding wetland issues pertaining to the proposed TMC site in the TMV under Attorney Matters during the 3/25/15 BOCC meeting. To the best of my recollection SMCo was not directly involved in the wetlands litigation between Telski and the EPA/COE that occurred in Federal Court about 20 years ago. The deadline for the public to file comments with the COE regarding the proposed TMC site wetlands issues is 3/25/15, the same day as the next BOCC meeting. Thanks.

Steven J. Zwick
San Miguel County Attorney
P.O. Box 791
333 West Colorado Avenue, 3rd Flr.
Telluride, CO 81435
Tel.: 970-728-3879
FAX: 970-728-3718
stevez@sanmiguelcounty.org

CONFIDENTIALITY NOTICE: This electronic mail transmission (email) has been sent by an attorney, and it is intended only for the use of the individual or entity to which it is addressed. This email may contain information that is attorney work product, privileged, confidential, exempt or otherwise legally protected from disclosure under applicable law. If the reader of this email is not the intended recipient or an employee or agent responsible for delivering the information to the intended recipient, you are hereby notified that any review, retention, use, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this email in error, please immediately notify us by email at stevez@sanmiguelcounty.org and delete this message from all locations on your computer. Thank you.

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

From: Joan May <joanm@sanmiguelcounty.org>
To: Steven J. Zwick <stevez@sanmiguelcounty.org>
Sent: Wednesday, March 11, 2015 1:56 PM
Subject: Fw: Telluride Medical Center Public Notice SPK-2014-1067

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

From: Dave Schneck <daves@sanmiguelcounty.org>
To: Joan May <joanm@sanmiguelcounty.org>
Sent: Tuesday, March 10, 2015 12:47 PM
Subject: Fw: Telluride Medical Center Public Notice SPK-2014-1067

Here you go Joan, let me know what you think or if you want me to do more.

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



US Army Corps of Engineers
BUILDING STRONG®

SPK-2014-01067, San Miguel County, CO

ATTACHMENTS

Posted 2/25/2015

Sacramento District

▶ SPK-2014-01067 PN
Attachments

**Comments Period: February 25 – March
25, 2015**

SUBJECT: The U.S. Army Corps of Engineers, Sacramento District, (Corps) is evaluating a permit application to construct a medical center in the Town of Mountain Village, which would result in impacts to approximately 0.447 acre of waters of the United States, including wetlands. This notice is to inform interested parties of the proposed activity and to solicit comments. This notice may also be viewed at the Corps web site at www.spk.usace.army.mil/Media/RegulatoryPublicNotices.aspx.

AUTHORITY: This application is being evaluated under Section 404 of the Clean Water Act for the discharge of dredged or fill material in waters of the United States.

APPLICANT: Telluride Medical Center

Attn: Mr. Gordon Reichard

500 West Pacific Avenue

Telluride, Colorado 81435

Phone: (970) 728-3848

Email: GReichard@tellmed.org

AGENT: Mr. Mike Claffey
Claffey Ecological Consulting, Inc.
1371 17 Road
Fruita, Colorado 81521
Phone: (970) 640-3783
Email: MCLAFFEY@ACSOL.NET

LOCATION: The 1 acre site is located in the Town of Mountain Village (Town), north of The Town Hall Market and south of the Gondola Parking Garage, at Lot 1003r-1, Latitude 37.9329°, Longitude -107.8559°, San Miguel County, Colorado, and can be seen on the CO-TELLURIDE USGS Topographic Quadrangle (see Attachment 1).

PROJECT DESCRIPTION: The applicant is proposing to construct a 25,000-square foot building to serve as a medical center for the Telluride Region, to include an emergency room, waiting rooms, doctor offices, examination rooms, administration offices, a testing laboratory, a small pharmacy, and radiology. The construction of the medical center building and associated structures would result in the fill of 0.44 acre of wetlands and 0.007 acre (144 linear feet) of an unnamed tributary of Prospect Creek, on the project site (see Attachment 2). The construction of the medical facility would involve the placement of approximately 1,200 cubic yards (CY) of clean construction grade fill for stability, then foundation material, and the building structure.

Prior to the discharge of fill material, there would be mechanized land clearing in the wetland, including excavation and grading to level the site. There will be fill discharged during the mechanized land clearing as the wetland topsoil would be harvested and removed from the site for the proposed mitigation area. The amount of material discharged during grading would be less than 20 CY of native material, discharged into the 0.44 acre of wetlands (see Attachment 3). The building would be designed to allow easy expansion of a second level to add an additional 25,000 square feet for future needs. The

Attachments provide additional project details.

The applicant's stated overall project purpose for the Telluride Medical Center relocation is to construct an expanded medical center facility to serve the Telluride Region, with pedestrian access close to public transportation and opportunity for pedestrian access for visitors and the elderly, a helicopter pad and access, room for a community Detox space, and adequate space for potential expansion in the future. The project need is to provide 24-hour emergency care (Level 5 Trauma Center) and primary care center in a facility that meets the existing medical building code standards, to serve the growing community. The applicant believes there is a need to relocate their current facility to a larger facility that is up to date with current hospital codes for structures. The current space is approximately 10,000 square feet, and was constructed in accordance with 1978 medical building codes. Meeting the existing standards would require an expansion to 17,000 square feet without the additional patient facilities.

ADDITIONAL INFORMATION:

Environmental Setting. The project area is located in Mountain Village at an elevation of 9,200 feet above mean sea level in San Miguel County, Colorado. Mountain Village sits on a hillside above Telluride, Colorado and below the Telluride Ski Resort (Telski) in a mixed spruce-fir and aspen forest in the subalpine ecosystem. The project area is developed with residential and commercial development typical of a base village at a ski resort. Tree cover includes subalpine fir, Englemann spruce, lodgepole pine, and aspen. Man-made grasslands in the form of downhill ski trails and golf course fairways are prevalent, as

well as asphalt for roads, driveways and parking lots. The forested cover is interspersed with several willow scrub-shrub wetlands and open water ponds. The area drains into Prospect creek which flows north to the valley floor then to the San Miguel River. The immediate project area is bounded by Town Hall, a grocery store, a parking lot, a gondola landing structure, pedestrian trail and elevated bridge, and a large parking structure. The project area

parcel is approximately 1 acre. The parcel is fairly level topography in the center but with a gentle slope down to the north side. On the east side of the parcel, the grade is more pronounced (2-4%) to the east as the terrain slopes down to the Double Cabin Ski Run. On the west side the terrain slopes more to the northwest with some more pronounced topography breaks on the western edge where the channel starts and the upland edges grade up to the existing road.

There is approximately 0.44 acre of wetlands within three areas of the project site and the remaining habitat is an aspen forest with scattered spruce and fir trees. The wetlands are a mixed scrub/shrub slope wetland within an aspen forest. Willow species include mountain willow and Geyer's willow and understory species include cowparsnip, Canada reed grass, fringed brome, Canada thistle, beaked sedge, and water sedge. There is also 0.007 acre of existing channel on site at the southwest corner of the site. This channel is a tributary to Prospect Creek and was created as part of the mitigation for impacts associated with extending an existing culvert near the Gondola Parking Structure, Lot 1003, in 2005 (Corps permit # SPK-2005-75097).

Background. In the summer of 1989, the Corps became aware of unauthorized discharges of dredged and fill material associated with the development of Mountain Village, which impacted approximately 55 acres of waters of the U.S. The enforcement case was referred to the Environmental Protection Agency in 1990 and to the US. Department of Justice in 1991. Settlement negotiations eventually led to a consent decree entered by the U.S. District Court of the District of Colorado, in full settlement of the litigation. The 1996 settlement resulted in site restoration and enhancement, resource protection through conservation easements, mitigation, and monetary penalties. Under the settlement, the defendants (The Telluride Company and Mountain Village Inc.) jointly paid fines under section 309(d) of the Clean Water Act. The settlement also provides for protection of 43 acres of wetlands under conservation easements.

Additionally, restrictions were implemented for all future actions within Mountain Village that involve proposed impacts to waters of the U.S. and

issuance of Corps permits. Effective April 1, 1998, Nationwide General Permit (NWP) Nos. 12, 14, 18, 29, and 32 were modified and NWP 26 and Regional General Permit Nos. 4, 42, and 45 were revoked in Mountain Village. As a result of these past cumulative aquatic impacts, the Applicant has applied for an Individual Permit for this project, proposing an additional 0.447 acre aquatic impact.

Alternatives. The applicant has provided information concerning project alternatives, summarized as follows:

No Action Alternatives: The following actions do not require a discharge of fill material in waters of the U.S.:

Alternative 1 (A) - Lawson Hill, Big Dog Holdings (parcel next to the Conoco Station along Hwy 145): The Big Dog Holding property is located in the Lawson Hill area in San Miguel County, Colorado. This parcel covers approximately 3.9 acres. There does not appear to be any direct impacts to waters of US related to this parcel's development. This alternative is available to Telluride Medical Center, but was rejected due to zoning restrictions and approval complexities (see Attachment 4 and 5). The cost of the land acquisition for this parcel is estimated at \$3.25 million, and construction costs are estimated between \$17.3 and \$22.2 million. The overflow parking is a public use amenity provided by San Miguel County in the Lawson Hill area. If San Miguel County requires the Telluride Medical Center to provide alternative overflow space in the Lawson Hill area, that cost could be substantial for land acquisition or an agreement from a landowner. The increased bus service runs to meet the needs of the public using the medical center would be an additional cost for the Telluride Medical Center. Finally, there is the cost of a new Planned Unit Development approval in the future for the expansion of the medical center. A dollar amount estimate for the land use approvals is not available as the actual approval complexities could vary and fees for engineers, planning consultants, architects and attorneys can be substantial.

Alternative 2 (B) - Lawson Hill Lots H and I (on Society Hill Drive on a bluff overlooking the San Miguel River): These sites are also located in the Lawson Hill area on Society Hill Drive. These parcels are approximately 1.96 acres. There is not any wetland impact associated with development of these lots. The lots sit on a bluff above the San Miguel River, and have been cleared of vegetation. San Miguel County zoning is appropriate for the medical center. The site is served by public transportation from Telluride and Mountain Village, but San Miguel County would require Telluride Medical Center to fund the additional routes required for this community facility. Lots H and I are not close to major population centers, but provide a central location for the region. There are no issues with overflow parking and the property is approved for a helipad. This parcel does have a building size limit of 30,000 square feet. Immediate construction is estimated between 25,000 square feet and 28,000 square feet, leaving only 3,000 - 5,000 square feet for the future expansion. The owners of the H and I parcels, Lawson Hill Property Owners Company, are willing to sell for a medical center development. The cost of the acquisition of the parcel (Lots H and I) is \$2.5 million, and the cost of construction is between \$20.4 and \$23.8 million. There would be additional costs associated with development approvals through the town of Telluride for water and sewer and through San Miguel County for a development approval, and then an unknown cost for future expansion. In addition, without a variance from San Miguel County for reduced number of parking spaces, the costs for this alternative would increase by approximately \$1 million for an underground parking structure. That cost would be incurred again when the future expansion is needed. Beyond the initial cost associated with the facility, Telluride Medical Center would have to bear the ongoing costs of funding the additional buses for public transportation and the costs of hiring private security for the Detox room. These annual costs are not known at this time, but Telluride Medical Center states it has no method to fund these costs at this time. (see Figures 5 and 6).

Alternative 6 - No Action Alternative: Under the No Action alternative, the proposed medical center would not be constructed. The No Action alternative does not include Telluride Medical Center remodeling or enlarging the building they are currently housed in now. The current building is too old to

bring up to code for hospitals, and Telluride Medical Center only subleases the building without a possibility for a guaranteed long-term rental from the owner or potential purchase.

Alternative 3 - Two properties in Mountain Village (Lot D and Lots 1007/1008): These two properties are not available to Telluride Medical Center for purchase, therefore are considered not practicable.

Alternative 4 – Applicant Preferred, Mountain Village, Town Hall Site, between Mountain Village Town Hall and the Parking Structure: The applicant's preferred alternative is described above, under PROJECT DESCRIPTION. The cost of land acquisition is zero. The Town proposes to donate the land to Telluride Medical Center as the Town sees a major public interest for their citizens to have the medical center in Mountain Village. The costs of construction range between \$17.9 and \$20.9 million. There would be a reduced cost for development approvals as the Town has waived development fees.

Two onsite alternatives to the proposed action are discussed below. These alternatives attempt to minimize wetland impacts at the site.

Onsite Alternative 1 – West Edge Minimization: With this alternative, all grading on the west side of the building is eliminated except for 5 feet from the buildings edge, and the driveway for the ambulance emergency access is placed on an elevated structure. This would result in the reduction of approximately 0.07 acre of permanent wetland impacts if the 5-foot off set from the building is possible. For the elevated platform of the ambulance entrance, the foundation or footers for that platform on the east side of the structure would conflict with the buildings foundation, and there would not be adequate room for a proper footer construction. This elevated ambulance entrance would have to be at the same grade as the building entrance and thus only a foot or two above the wetland substrate. The whole building could be raised to accommodate a higher structure, but then the structure would be on a

steep grade for short distance, as the roadway elevation cannot change. This would not be suitable for most homes or buildings let alone an ambulance entrance to an emergency room. At the lower elevation for the structure, very little if any light would reach the wetland and very little vegetation would persist. An open grate type system could not be used to allow light penetration because patients on wheel chairs and gurneys from the ambulances would have a tough time operating on an open grate system that would be wide enough to allow light penetration. Since the platform could not be elevated substantially and the wetland would be eliminated functionally.

Onsite Alternative 2 – Emergency Access on Elevated Platform: With this alternative, there would be no reduction in grading, but the ambulance entrance and drive-up entrance would be elevated. It would be constructed on pilings or require a large footer on the east side in wetlands which would involve fill placement. The same concerns described above with elevating a structure like this in a mountain environment and remain for this alternative. To provide access to the building the platform would need to be ground level at the access point and would likely result in the loss of wetlands below the structure due to light attenuation.

For these two minimization alternatives, the use of an elevated platform to avoid a normal discharge of fill material would have no discernible reduction in adverse impacts to the aquatic ecosystem over the proposed action which is the use of fill material.

Alternative 5 - The RV Lot on the Pearl Property in Telluride adjacent to the San Miguel River on the west side of town: This property is not available to Telluride Medical Center for purchase, therefore is considered not practicable.

For additional details on Project On-site and Off-site Alternatives, contact the applicant's agent or Corps. See Attachment 6 for more details on

Alternatives.

Mitigation. The Corps requires that applicants consider and use all reasonable and practical measures to avoid and minimize impacts to aquatic resources. If the applicant is unable to avoid or minimize all impacts, the Corps may require compensatory mitigation. The applicant has proposed to mitigate these impacts by restoring/establishing 0.74 acres of willow-scrub/shrub slope wetlands to compensate for 0.44-acre of wetlands lost. The proposed mitigation would involve the establishment of willow scrub/shrub slope wetlands at two offsite locations owned by the Town of Mountain Village and zoned as Open Space (parcels OSP-18 and OSP-54). The first site, known as mitigation site 1 or the Entrance Site, is located at the intersection of Highway 145 and Mountain Village Boulevard. Mitigation site 1 currently supports existing wetlands, but a larger wetland existed on the site prior to historic alterations to water source, groundwater, and surface flows.

Slope wetlands would be created adjacent to and adjoining the existing wetlands and improvements to the overall site hydrology would be incorporated into the restoration plan to improve conditions and functions of the entire system. Mitigation site 2, or the Benchmark Site, is located off Benchmark Drive in south Mountain Village. Mitigation site 2 also currently supports slope scrub/shrub wetlands but has potential for wetland creation and/or expansion. See Attachment 7 for more details on the proposed compensatory mitigation.

Claffey Ecological Consulting, Inc., has conducted wetland assessments at the impact site and assessments of existing conditions and post-wetland creation conditions at potential mitigation site locations using the Function Assessment of Colorado wetlands (FACWet) methodology. The Composite Functional Capacity Indices (FCI) score for the impact site preconstruction is 0.73 (functioning). The FCI score for mitigation site 1 pre-project is 0.65 (functioning impaired) and post-project is 0.85 (highly functioning). The FCI score for mitigation site 2 pre-project is 0.71 (functioning) and post-project is 0.86 (highly functioning).

The Applicant would place a legal deed restriction on the two mitigation sites. The deed restriction would prohibit any changes in the subject property from dedicated open space. The deed restrictions would be recorded and held by the Town, and submitted to the Corps for approval prior to project construction activities.

Through a separate agreement between the Town and the applicant, the Town is providing the lands for wetland mitigation, water rights, and the long term maintenance. The agreement between the Town and the Telluride Medical Center also specifies the Town would be responsible for the financial assurances required for the mitigation plan.

The Town of Mountain Village would be the responsible entity implementing long-term management of the mitigation site wetlands. As the proposed compensatory wetlands would be created on public lands owned by the Town, the wetlands would be maintained by Town staff or Town appointed consultants/staff if required. Currently, the Town employs staff who performs general maintenance of public lands and landscaped areas; therefore, adequate budget is in place to support staff for long-term management of the compensatory wetlands. Should additional staff be required to perform the required work, the Town would allocate additional funding to that effect.

OTHER GOVERNMENTAL AUTHORIZATIONS: Water quality certification or a waiver, as required under Section 401 of the Clean Water Act from the Colorado Department of Public Health and Environment, is required for this project. The applicant has not indicated they have applied for certification.

HISTORIC PROPERTIES: Based on the available information, no cultural resources were identified within the project's area of potential effect.

ENDANGERED SPECIES: The project would not affect any Federally-listed threatened or endangered species or their critical habitat that are protected by the Endangered Species Act.

The above determinations are based on information provided by the applicant and our preliminary review.

EVALUATION FACTORS: The decision whether to issue a permit will be based on an evaluation of the probable impacts, including cumulative impacts, of the described activity on the public interest. That decision will reflect the national concern for both protection and utilization of important resources. The benefit, which reasonably may be expected to accrue from the described activity, must be balanced against its reasonably foreseeable detriments. All factors which may be relevant to the described activity will be considered, including the cumulative effects thereof; among those are conservation, economics, aesthetics, general environmental concerns, wetlands, historic properties, fish and wildlife values, flood hazards, floodplain values, land use, navigation, shoreline erosion and accretion, recreation, water supply and conservation, water quality, energy needs, safety, food and fiber production, mineral needs, consideration of property ownership and, in general, the needs and welfare of the people. The activity's impact on the public interest will include application of the Section 404(b)(1) guidelines promulgated by the Administrator, Environmental Protection Agency (40 CFR Part 230).

The Corps is soliciting comments from the public, Federal, State, and local agencies and officials, Indian tribes, and other interested parties in order to consider and evaluate the impacts of this proposed activity. Any comments received will be considered by the Corps to determine whether to issue, modify, condition, or deny a permit for this proposal. To make this decision, comments are used to assess impacts on endangered species, historic properties, water quality, general environmental effects, and other public interest factors listed above. Comments are used in the preparation of an Environmental Assessment and/or an Environmental Impact Statement pursuant to the National Environmental Policy Act. Comments are also used to determine the need for a public hearing and to determine the overall public interest of the proposed activity.

SUBMITTING COMMENTS: Written comments, referencing Public Notice SPK-2014-01067 must be submitted to the office listed below on or before March 25, 2015.

Carrie Sheata, Project Manager

US Army Corps of Engineers, Sacramento District

Colorado West Regulatory Branch

400 Rood Avenue, Room 224

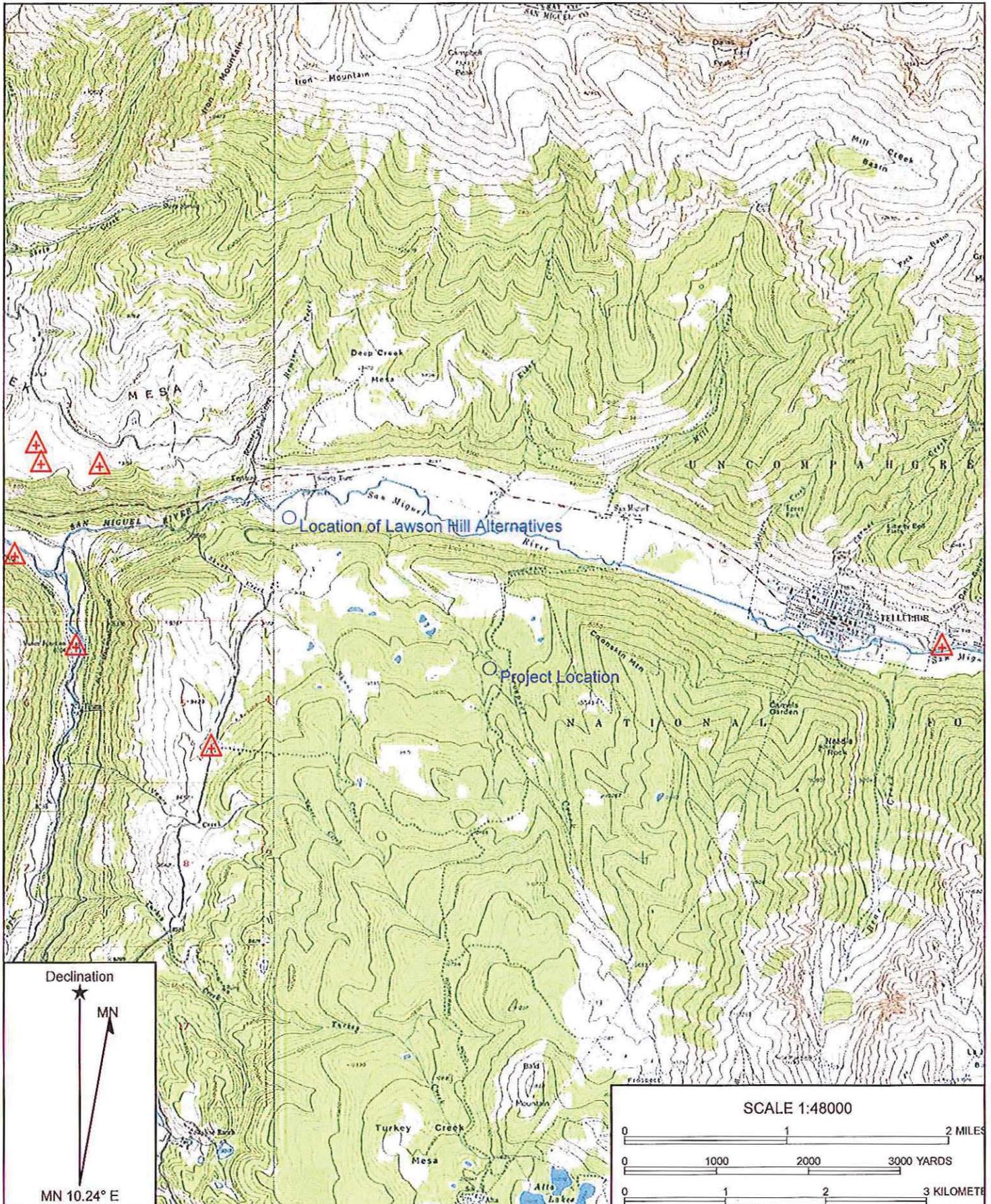
Grand Junction, Colorado 81501

(970) 243-1199, extension 14

Email: *Carrie.A.Sheata@usace.army.mil*

The Corps is particularly interested in receiving comments related to the proposal's probable impacts on the affected aquatic environment and the secondary and cumulative effects. Anyone may request, in writing, that a public hearing be held to consider this application. Requests shall specifically state, with particularity, the reason(s) for holding a public hearing. If the Corps determines that the information received in response to this notice is inadequate for thorough evaluation, a public hearing may be warranted. If a public hearing is warranted, interested parties will be notified of the time, date, and location. Please note that all comment letters received are subject to release to the public through the Freedom of Information Act. If you have questions or need additional information please contact the applicant or the Corps' project manager Carrie Sheata at the contact information listed above.

Attachments: 7 drawings



Name: TELLURIDE
 Date: 01/16/15
 Scale: 1 inch = 4,000 ft.

Location: 037° 56' 20.35" N 107° 51' 00.41" W **FIGURE 1**



Legend

- Proposed Building Sites
- New Pedestrian Sidewalk
- New Vehicle Access
- New Grading/Fill
- New Culvert
- Wetlands Impacted (10,187 sq ft)
- Wetlands to remain

Figure 3

SCALE: 1" = 20'
 SHEET NO. 1 of 1
 DATE: 12-20-14

Proposed Medical Center Site Plan
 Town of Mountain Village, CO

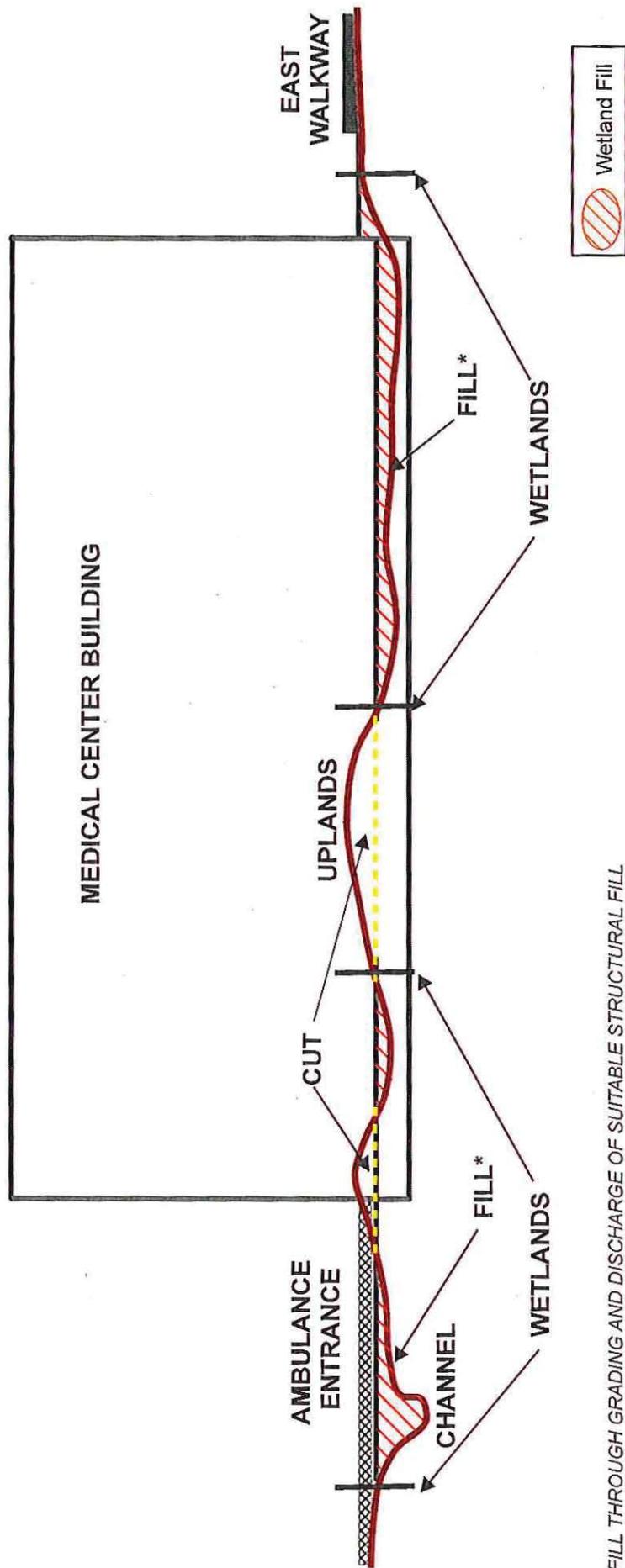
Town of Mountain Village
 Community Development Program
 411 Mountain Village Road, Mountain Village, CO 81435
 Ph: 719-739-3442 Fax: 719-739-6277



NO.	DATE	BY	DESCRIPTION

GRAPHIC SCALE
 0 10 20 30 FEET
 SCALE: 1"=20'-0"

CROSS-SECTION VIEWED SOUTH TO NORTH



*FILL THROUGH GRADING AND DISCHARGE OF SUITABLE STRUCTURAL FILL



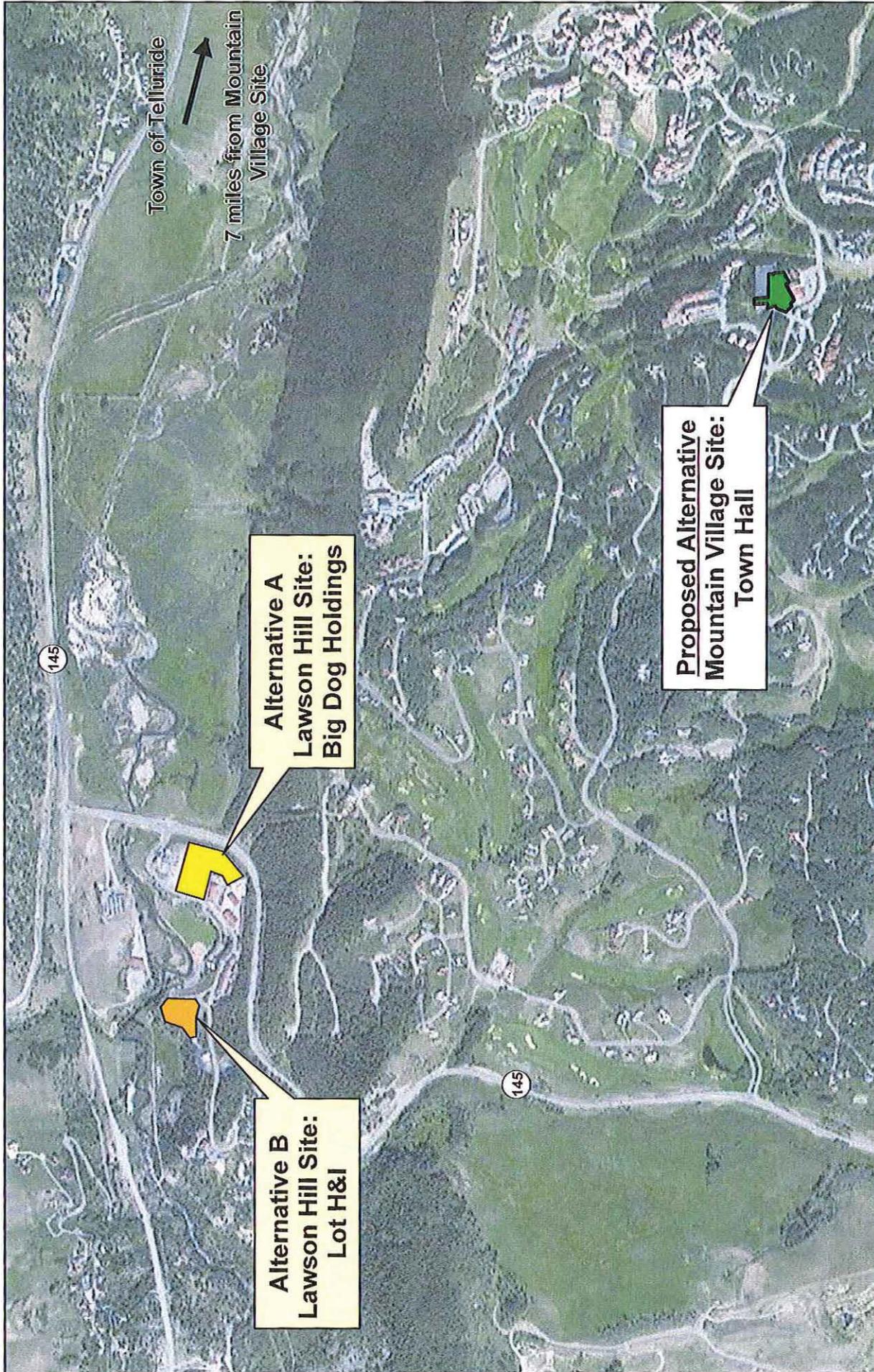
Figure 4

Horizontal scale measured from plan view drawings.
Vertical scale is approximated.

MOUNTAIN VILLAGE TOWN HALL PARCEL
Typical Cross-Section
MOUNTAIN VILLAGE, CO

Claffey Ecological Consulting, Inc.

December 2014



Town of Telluride
 7 miles from Mountain Village Site

Alternative A
 Lawson Hill Site:
 Big Dog Holdings

Alternative B
 Lawson Hill Site:
 Lot H&I

Proposed Alternative
 Mountain Village Site:
 Town Hall

Scale - 1:14,400
 1 inch = 1,200 Feet at Letter Layout

Source: ESRI World Imagery 2011
 Datum: NAD_1983_UTM_Zone_13N
 GIS Prepared by Ess Crumb

Claffey Ecological Consulting, Inc.

TELLURIDE MEDICAL CENTER ALTERNATIVES
 Alternatives
 MOUNTAIN VILLAGE, CO

N
 December 2014

Figure 5

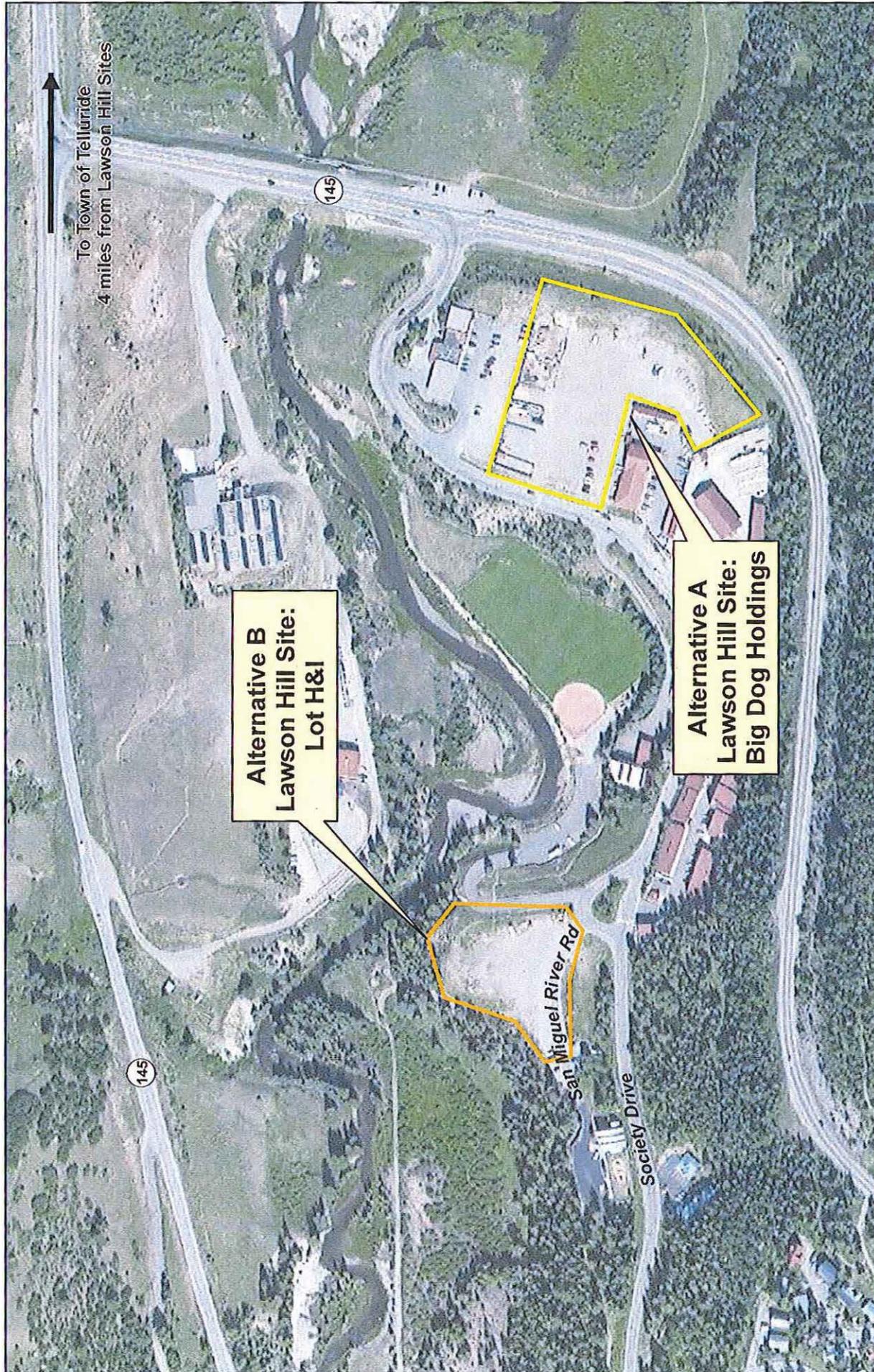


Figure 6

TELLURIDE MEDICAL CENTER ALTERNATIVES
Lawson Hill Alternatives
MOUNTAIN VILLAGE, CO

Claffey Ecological Consulting, Inc.

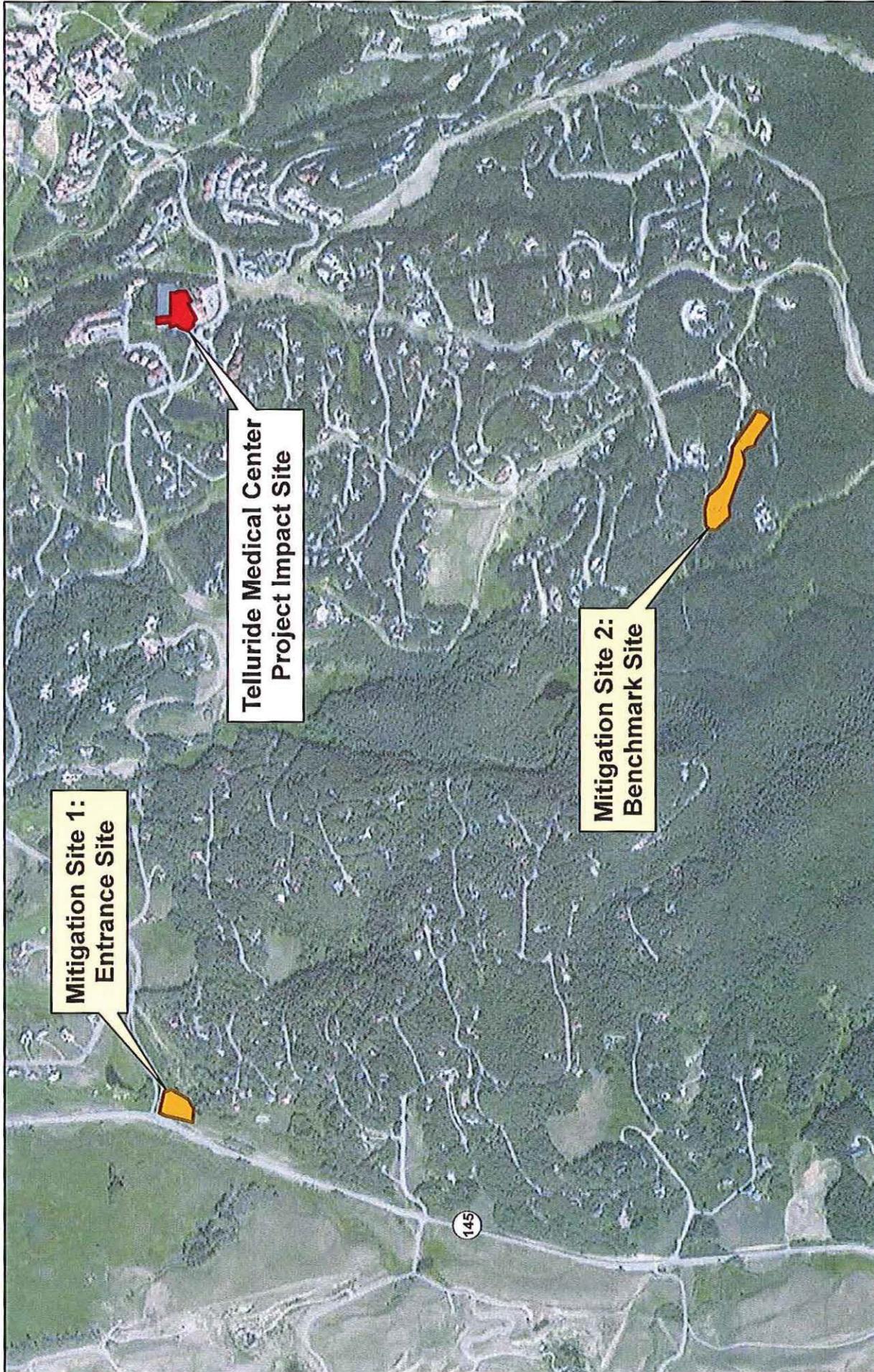


December 2014

ATTACHMENT 13

Table 1. Alternatives and Elements Considered for Practicability

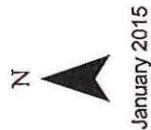
Factors Considered	ALTERNATIVE SITES		
	Alt 1: Lawson Hill Big Dog Parcel	Alt 2: Lawson Hill Lots H and I	Alt 4: Mint Village Town Hall
<i>Costs - acquisition and construction, permitting and approvals</i>	3.5 million for acquisition, 17.3 to 22.2 million additional, with the highest approval and permitting costs due to rezoning and the overflow parking lot	2.5 million plus 1.7 million for future expansion, second highest approval costs, 20.5 to 24 million additional for construction, development approval costs	Zero acquisition costs, 17.9 to 20.9 million additional for construction, lowest cost on permitting and approvals
<i>Long Term Costs - operational</i>	Private security needed and extra funding for bus routes, second highest long term costs	Private security needed for Detox and may be at higher level than Big Dog site due to proximity to school, extra funding for public transportation schedule, minimally higher than Big Dog Site. Highest long term costs	Lowest long term costs as no need for private security, no need to fund extra bus routes as required by county, and TMV is funding the bus routes during the shoulder season when gondola closed
<i>Costs for Future Expansion</i>	High due to development approval process, but ranked second highest as not as costly as Lot H&I	Very high due to underground parking and additional property purchase	Lowest and only actual construction costs included, and parking is already present. Scores Highest
<i>Future Expansion Possibility</i>	Enough space on lot, but would require new PUD through County, not practicable due to lack of certainty	The LHPOC has not approved future expansion, and they do not want to see a larger building. Is not practicable for this element.	Yes, up to 25,000 sf
<i>Future Expansion Security</i>	Deemed not practicable due to lack of certainty, but would score second on this element as H&I has a rejection already	Lowest score of the three as LHPOC has not approved future expansion at this point in time	Highest potential, expansion will be included in the first approval process
<i>Approval Complexities</i>	Approval complexities highest for Big Dog Parcel. Rejection if even one of the owners may not approve, also requires two government and the Lawson Hill HOA company approvals	Unknown on how the County BOCC considers this project, but approval required from County, and Town of Telluride for water and sewer. Second lowest complexity of the three	Minor and project supported by town council and public in TMV
<i>Helipad</i>	Not zoned, but possible	Yes	Yes
<i>Wetland and Aquatic Resource Impacts</i>	No, top score of the three	No, but proximity to river and potential for sediment and erosion impacts put this slightly lower in score than Big Dog.	Yes, and scores the lowest, 0.44 acre of impact to wetlands
<i>Public Transportation</i>	Yes, on bus route, and schedule could be changed to every half hour for patients and employees	Yes, but only bus route and would be slightly lower than Big Dog, and schedule could be changed to every half hour for patients and employees	Yes, and highest score due to bus route availability right at the parking lot at Town Hall, and the gondola.
<i>Pedestrian Access</i>	Tied with Lot H & I but considered much lower than Mountain Village site as only 6% of population base would have pedestrian access	Tied with Big Dog but considered much lower than Mountain Village site as only 6% of population base would have pedestrian access	Highest score due to the gondola and proximity to population density
<i>Quality of Care - related to ease of access</i>	Tied with H&I, does not really meet the practicability test for this element	Tied with Bog Dog, does not meet the practicability test as patients, particularly those without their own vehicle would reduce number of doctor visits	Highest score due to the gondola and proximity to population density. People in the major population centers in the region would have very easy access via the gondola, and would visit the doctors office as needed
<i>Detox Room</i>	Second highest score, can be constructed but requires private security	Can be constructed but not practicable due to proximity to Mountain School and potential for adverse public opinion during county review process, thus less certainty that this element could be developed	Highest score as police department next door to building and no other land use conflicts



**Mitigation Site 1:
Entrance Site**

**Telluride Medical Center
Project Impact Site**

**Mitigation Site 2:
Benchmark Site**



January 2015

TELLURIDE MEDICAL CENTER
Project and Mitigation Site Locations
MOUNTAIN VILLAGE, CO

Figure 1

Scale - 1:14,400
1 inch = 1,200 Feet at Letter Layout
Source: ESRI World Imagery 2011
Datum: NAD_1983_UTM_Zone_13N
GIS Prepared by Esa Crumb

Claffey Ecological Consulting, Inc.

MEMORANDUM

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

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

BACKGROUND

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

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

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

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

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

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

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

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

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

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

OPTIONS & ALTERNATIVES FOR THE BOCC'S CONSIDERATION

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

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

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

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

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

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

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

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

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

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

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

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

LAWSON HILL PROPERTY OWNER'S CO

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

Mike Rozycki
Lynn Black
Via email

February 12, 2015

RE: Modification to the Amended and Restated Deed Restriction

Dear Mike and Lynn,

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

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

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

Thank You,

Lawson Hill Board of Directors

2010 Amended Restated
and Restricted
Language to be removed

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

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

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

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

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

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

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

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

Section 12. Definitions.

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

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

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

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

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

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

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

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

5. PLANNING MATTERS:

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

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

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

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

VOTE ON MOTION: PASSED 3-0.

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

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

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

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

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

MEMORANDUM

To: Board of County Commissioners
From: Planning Department Staff
Re: Amended & Restated Deed Restriction & Covenant
Date: July 21, 2010 [text/housing/D-R.covenant.info]

Staffs response to questions and issues discussed at the Lawson Hill informational meeting held on June 8, 2010 concerning the proposed Amended and Restated Deed Restriction and Covenant:

A. A member of the Lawson Hill Property Owner's Company Board has asked if owner's who are in a forced sale situation, due to their being in violation of the deed-restriction, could be given the option of choosing whether they would have to sell their property at the original purchase price, which is the provision in the current deed-restriction, or if they have to sell their property based on a current appraisal and an initial listing price, after the cure period, at 90% of the Appraised Value of the property, as is proposed in the new deed-restriction. It is acknowledged that the use of an appraised value in a forced sale is likely to be beneficial to individuals who have owned their deed-restricted property for a long time and that the use of the original purchase price is likely to be beneficial to individuals who have purchased their deed-restricted property more recently.

Section 8.3.2 Deed Restricted Property Market states that "this Covenant creates a housing market for employees in which sales prices directly relate to the income earned by those who live and work in the Telluride R-1 School district (Qualified Purchasers), while allowing customary free-market practices to influence sale and rental of Deed Restricted Property as possible ...". The use of a current appraisal to set value in forced sale situations is consistent with the goal of allowing customary free-market practices to influence the sale of deed-restricted properties.

Section 8.3.3 Consistency and Uniformity states "Consistency and uniformity is of vital importance. It is only through consistency and uniform application of this Covenant that the Deed-Restricted Property market will remain properly defined, thus allowing free market forces (which is what appraisals are intended to reflect) to accurately regulate the sales prices of Deed Restricted property.

For these reasons it is staff's recommendation that if an owner does not cure the violation of the deed-restriction within one year after the violation date, then the Property Owner shall list the property for sale at not more than 90% of the Appraised Value of the property with scheduled reductions as set forth in Sections 7.5 and 7.6 or 9.4.2 and 9.4.3 of the proposed new Deed-Restriction, whichever sections are applicable. A concerted effort has been made in the new deed-restriction to reduce the number of ways or situations in which an Owner can become in violation.

B. A member of the Lawson Hill Property Owner's Company Board asked what happens if there is a disagreement over the interpretation of provisions of the Amended and Restated Deed-Restriction is it reasonable or appropriate to add a provision(s) to the document regarding mediation or arbitration.

Currently the Deed Restriction, 5-1304 and the Guidelines, Rules and Regulations Governing Affordable Housing in the Telluride R-1 School District, 5-1305 are contained on the Subdivision Plats that created the deed-restricted lots or units and are part of the County Land Use Code (LUC). Article 1 of the Land Use Code Administration and Enforcement set forth the power and authority and includes provisions concerning interpretations of the LUC, and lays out procedures for Enforcement and Remedies and Appeals of Administrative Decisions. Decisions and interpretations of the LUC including the current Deed-Restriction are made by the Board of County Commissioners (BOCC). If an owner disagrees with the BOCC decision or interpretation of the LUC the aggrieved party may then challenge the decision or action in District Court.

If the County and owner enter into this proposed new Deed-Restriction the administration, interpretation of these provisions, and appeals to decisions concerning the new Covenant, would be conducted according to the Procedures adopted pursuant to Section 13.3 of this Amended and Restated Covenant. The draft Policies, dated 5/7/10 include a Section concerning Appeals of Staff Decisions and Appeals of Decisions of the San Miguel Regional Housing Authority, which then go to the BOCC. Since the parties can always enter into a voluntary agreement to mediate/arbitrate a dispute the County Attorney has advised against putting anything into the new covenant that can be interpreted as conferring some sort of right for property owners to have disputes arising under the covenant sent to mediation and/or arbitration.

C. There were several questions asked at the meeting with owners in Lawson Hill regarding the current regulations concerning rental of deed-restricted property and specifically what is done to qualify renters and how does the Housing Authority (HA) go about enforcing rental violations. This discussion led to a question about strengthening the guidelines for renting in Lawson Hill.

The Ownership, Use and Occupancy Regulations state in part that Single-family Residences and Duplexes in deed-restricted PUD's must be owner occupied and may not be rented without the written approval of the Housing Authority. For rentals of Affordable Housing, the HA shall qualify an Employee for occupancy based upon demonstration of intent to be employed for at least eight months within the next twelve months. In making a determination about the applicant's intent, the HA may rely upon evidence including but not limited to: work patterns and written references, income tax records, etc. In considering rentals there are two different situations, one is the owner is occupying the residence as their primary residence and renting a room or rooms, and another is the owner is not residing in the home and is renting the entire residence to another party. The County LUC which applies to all Single-family residences, whether deed-restricted or not, does include a Definition of Family: Two or more persons related

by blood or marriage, or between whom there is a legally recognized relationship, or not more than 5 unrelated persons occupying the same dwelling unit.

The new Deed Restriction does not propose substantive changes to the current Rental Regulations with the exception that under the proposed new Deed Restriction any advertisement to rent deed-restricted property shall specify that all potential renters must receive approval as a Qualified Tenant prior to occupying the Subject Property. The proposed new deed-restriction now specifically states that an Owner may not lease the Subject Property for a term of less than thirty (30) days. These questions regarding the Rental Regulations for deed-restricted properties were not raised as concerns during the informational meetings with owners in Aldasoro Ranch and San Bernardo.

It is acknowledged that the issue of qualifying renters and enforcing the rental regulations is difficult and challenging. As with many of the County Regulations the HA relies on complaints and information provided by someone in the neighborhood or community that there is a rental situation that is in violation of the Deed Restriction rather than aggressively monitoring ads or driving around in the deed-restricted neighborhoods looking for violations. If the HA finds there are renters in a deed-restricted home who have not been qualified by the HA the initial effort is to get the renters qualified rather than initiating legal action to kick them out. The LUC includes specific provisions concerning Violations and Remedies. In the event the violation is not resolved through these procedures or the BOCC considering and granting an Exception, the matter may then be referred to the County Attorney's office for legal action.

Staff has discussed the idea of adding a provision where an owner who rents to an unqualified tenant would forfeit the rent unless or until the owner is qualified to rent by the HA but staff is not proposing to add this provision to the new Deed-Restriction. It is suggested that there be a review of the policies and administrative practices for handling violations of the Rental Regulations as opposed to changing the guidelines and regulations for renting and qualifying to rent deed-restricted properties.

D. Staff has been contacted by several individuals who have been granted Exceptions by the HA or BOCC or who have entered into Co-Borrower or other Agreements with the HA to ask if they will be given the opportunity to enter into the new Deed Restriction and if they do so does the new Covenant then supersede the terms and conditions of their Exception or Agreement. Staff's response to date has been that if the BOCC approves the proposed new deed-restriction template at its meeting on July 21, 2010, or a subsequent BOCC meeting, we would then review the various exceptions or agreements and make recommendations on a case by case basis to the BOCC if the owner who has an Exception wants to sign the new Covenant. As a general rule of thumb if the owner would not have needed an Exception under the terms of the New Deed Restriction staff would recommend that the BOCC extend an offer to that owner to sign the New Deed Restriction. For example the BOCC granted an Exception to an individual who owned Residential Property in Montrose County and approved this person as a Qualified Owner but conditioned the approval subject to a Price Appreciation cap on the deed-restricted property in the R-1 School District. The proposed new deed-restriction continues to

Items Q 13 a
staff report

prohibit the ownership of other Residential Property in the Telluride R-1 School District but has removed the prohibition on owning other Residential Property located elsewhere in San Miguel County, Montrose County, Ouray County or Dolores County. If this Owner were to sign the proposed new deed-restriction they would no longer need an Exception for owning other Residential Property in Montrose County and the new deed-restriction prohibits Price Appreciation Caps except in the limited circumstance described in the following paragraph.

E. Lawson Hill's general declaration currently prohibits Price Appreciation caps on deed-restricted property within the Lawson Hill PUD. There are Price Appreciation caps on the residential units in Rio Vistas Two. San Bernardo and Aldasoro Ranch do not have prohibitions on Price Appreciation caps on deed-restricted lots or units and these entities are precluded from adopting such prohibitions because of legislation that has been passed that now prohibits HOA's or HOC's from doing so.

The proposed new deed-restriction expressly prohibits the County from imposing Price Appreciation Caps on existing R-1 Deed Restricted property unless the County purchases the property out of foreclosure in order to retain the deed restriction and the County sustains a monetary loss on resale.

This provision works for San Bernardo and Aldasoro Ranch but it may be in conflict with the Lawson Hill HOC General Declaration that prohibits an owner or governmental entity from placing a restriction on their property or unit which is intended to control the price for which the property or unit can be sold or resold. From staff's perspective the limited exception to the price cap is not intended to control the prices that the property can be sold for rather its intended to retain the deed-restriction on the unit and make sure that the County doesn't lose money in the process. Additionally, this limited price cap may not actually control the price since it can be bought out at any time by the Subject Property Owner, successor in interest, or the Homeowner's Company.

In considering this issue and the apparent conflict between the Lawson Hill General Declaration and the proposed new Deed Restriction it is staff's recommendation that the LHPOC agree to subordinate their General Declaration prohibition on Price Appreciation Caps to the limited Price Appreciation cap provision in the proposed Amended and Restated Deed Restriction and Covenant before the BOCC offers owners in Lawson Hill the opportunity to enter into the new Deed Restriction. An alternative that may be considered would be to have the HOC join in and execute each of the Covenants along with the property owner acknowledging that the Resale Price Cap Covenant in the new Deed Restriction does not fall under the prohibition in the Sixth Amendment to the Lawson Hill Declaration.

Subject: Re: Housing Info.
From: Mike Rozycki (miker@sanmiguelcounty.org)
To: shirley@smrha.org; karenh@sanmiguelcounty.org;
Cc: johnh@sanmiguelcounty.org;
Date: Wednesday, March 18, 2015 3:13 PM

Hi Shirley, thanks .. hope your feeling better

You indicate you've got 35 owners under the new covenant ... in reviewing most current John's list which I've attached he's identified 27 owners not 35 ... if you've got the names of other owners not on his list I would appreciate it if you share the information and names he's missing.

thanks

Mike Rozycki

From: Shirley Diaz <shirley@smrha.org>
To: Karen Henderson <karenh@sanmiguelcounty.org>; Mike Rozycki <miker@sanmiguelcounty.org>
Sent: Wednesday, March 18, 2015 2:49 PM
Subject: Housing Info.

Hi Karen & Mike

I was out on Monday, but you caught DeLanie and I believe she provided the info. in my absence. Sorry I didn't get it earlier, tooth emergency since last Monday had me out 3 days. I just wanted to add that in our electronic files I have 35 owners under the New Cov. between San Bernardo, Aldasoro, and Two Rivers (including Q lots and Sunshine Valley) I'll be working with Lois to get the School District's 6 Lots under the Covenant as well. All new buyers do go under the Covenant in these areas. Hope that helps and if you need anything else please ask.
Shirley

--

Shirley L. Diaz
Executive Director
SMRHA
970.728.3034, ext. 5
shirley@smrha.org

"The only way to make sense out of change is to plunge into it, move with it, and join the dance"
Alan W. Watts

Contract/Agreement Search Results

Number	Date Executed	Department(s)	
2010-096	2010-07-21	Planning	View
Description: <i>Approval of Amended and Restated Deed Restriction and Covenant template to replace the current Deed Restriction and Land Use Code provisions for Affordable Housing, and to authorize county staff to offer template to [owner's of deed-restricted properties] at Two Rivers, Aldasoro Ranch and San Bernardo.</i>			
2010-122	2010-09-15	Housing Authority Planning	View
Description: <i>Amended and Restated Deed Restriction and Covenant with Russ and Kim Montgomery, owners Lot 150, Aldasoro Ranch Subdivision Filing 2</i>			
2010-132	2010-10-27	Housing Authority	View
Description: <i>Amended and Restated Deed Restriction and Covenant with Robert F. Kreisler, owner Lot 144 Aldasoro Ranch Subdivision Filing 2</i>			
2010-141	2010-11-03	Housing Authority	View
Description: <i>Approval of Chair's signature as the Board of Commissioners and as San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with Aleja, owner Lot 148, Aldasoro Ranch Subdivision Filing 2</i>			
2010-153	2010-12-15	Housing Authority	View
Description: <i>Amended and Restated Deed Restriction and Covenant with Jeff Haskell, owner Condo Unit 6 of Lot 1, San Bernardo Subdivision.</i>			
2011-027	2011-03-02	Housing Authority	View
Description: <i>Amended and Restated Deed Restriction and Covenant with Sandra J. Gieseler, owner Condo Unit 2 of Lot 2, San Bernardo Subdivision.</i>			
2011-036	2011-03-16	Housing Authority	View
Description: <i>Approval as the Board of Commissioners and as San Miguel County Housing Authority of Amended and Restated Deed Restriction and Covenant with Randye Mandell, owner of Lot 5, Aldasoro Ranch Subdivision.</i>			
2011-133	2011-11-02	Housing Authority	View
Description: <i>Approval as the Board of Commissioners and as San Miguel County Housing Authority of Amended and Restated Deed Restriction and Covenant with Michael J. Hughes, owner Lot Q-26, Lot Q Lawson Hill Subdivision. (Agreement neither effectuated nor recorded as of 12/1/11. Closing has been delayed on property</i>			

due to easement issue with propert .)

2011-148	2011-12-16	Housing Authority	View
Description: <i>Approval as the Board of Commissioners and as San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with James Glenn Loebe, owner Condominium Lot 4, Lot 1, San Bernardo Subdivision.</i>			
2012-034	2012-03-07	Attorney Housing Authority Planning	View
Description: <i>Approval as the Board of Commissioners and as San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with Craig and Kathy Schroers, owner Lot 142, Aldasoro Ranch Subdivision.</i>			
2012-081	2012-06-20	Housing Authority Planning	View
Description: <i>Amended and Restated Deed Restriction and Covenant with A. James Kolar and Donna Sue Kolar, owners Lot 2, Aldasoro Ranch Subdivision.</i>			
2012-103	2012-07-25	Housing Authority Planning	View
Description: <i>Approval of as the Board of County Commissioners and as San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with A. Elizabeth Bailis, owner Condominium Unit Number 8, San Bernardo Subdivision.</i>			
2013-053	2013-05-15	Housing Authority	View
Description: <i>Amended and Restated Deed Restriction and Covenant with Mike and Donna Volk Lot 18, San Bernardo Subdivision and Approval of Transfer of Title pursuant to Section 5.3 of Amended and Restated Deed Restriction and Covenant Lot 18, San Bernardo Subdivision.</i>			
2013-054	2013-05-15	Housing Authority	View
Description: <i>Amended and Restated Deed Restriction and Covenant with Melissa Friedman, owner Lot P Unit 13, Two Rivers Subdivision</i>			
2013-079	2013-07-17	Housing Authority	View
Description: <i>Approval as the Board of County Commissioners and San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with Jeffery S. Mertens, owner Condominium Unit Number 14, San Bernardo Subdivision. Ratification of an approval by the San Miguel Regional Housing Authority of Exception Agreement and Affordable Housing Covenant, Equitable Servitude, and Real Covenants.</i>			

Contract/Agreement Search Results

Number	Date Executed	Department(s)	
2013-080	2013-07-17	Housing Authority	View
Description: <i>Approval as the Board of County Commissioners and San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with Nancy B. Anderson, owner Condominium Unit Number 17, Two Rivers Subdivision. Ratification of an approval by the San Miguel Regional Housing Authority of Exception Agreement and Affordable Housing Covenant, Equitable Servitude, and Real Covenants.</i>			
2013-080A	2013-07-17	Housing Authority	View
Description: <i>Approval as the Board of County Commissioners and San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with David Rich, owner Lot 160, Aldasoro Subdivision. (AMD #2013-135)</i>			
2013-135	2013-11-06	Housing Authority	View
Description: <i>Amended and Restated Deed Restriction and Covenant for Lot 160, Aldasoro Ranch Subdivision to modify some language in the exception granted on December 5, 2012 for the purpose of allowing David Rich to acquire a loan under Telluride Albert J LLC. (ORG #2013-080A); and, Exception Agreement and Affordable Housing Covenant, Equitable Servitude, and Real Covenants.</i>			
2014-007	2014-01-07	Housing Authority	View
Description: <i>Approval as the Board of Commissioners and as San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with Christine McGinley Hooper and Bruce W Hooper, Unit TR3, Two Rivers Subdivision</i>			
2014-103	2014-08-05	Housing Authority	View
Description: <i>Amended and Restated Deed Restriction and Covenant with Seth and Ali Weatherfield, Unit 22, San Bernardo Subdivision</i>			
2014-104	2014-08-05	Housing Authority	View
Description: <i>Approval as the Board of Commissioners and as San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with Michael J Gianola, Unit 15, San Bernardo Subdivision.</i>			
2014-126	2014-08-27	Housing Authority	View
Description: <i>Amended and Restated Deed Restriction and Covenant with Elena Withers and Stuart Sundell-Norlin, Lot P, Unit 8 Two Rivers Subdivision</i>			
2014-129	2014-09-03	Housing Authority	View

Description: *Approval as the Board of Commissioners and as San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with Scott C. and Meghan R. Pittenger, Lot P, Unit 25 Two Rivers Subdivision.*

2014-140

2014-10-07

Housing Authority

[View](#)

Description: *Approval as the Board of Commissioners and as San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with Teresa Hinckley, Lot P, Unit 23A Two Rivers Subdivision*

2014-151

2014-11-05

Housing Authority

[View](#)

Description: *Approval as the Board of Commissioners and as San Miguel County Housing Authority on an Amended and Restated Deed Restriction and Covenant with Joshua Blakeman and Heather Platte, Unit SV140 Sunshine Valley Condominiums also known as, 902 Two Rivers Drive*

2014-158

2014-11-19

Housing Authority

[View](#)

Description: *Approval as the Board of Commissioners and as San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with Andrew P. Grufman, Lot P, Unit 2 Two Rivers Subdivision.*

2014-159

2014-11-19

Housing Authority

[View](#)

Description: *Approval as the Board of Commissioners and as San Miguel County Housing Authority on Amended and Restated Deed Restriction and Covenant with Sally Davis, Lot P, Unit 21 Two Rivers Subdivision.*

Lawson Hill
3-17-2006

NOW THEREFORE, the Association does hereby publish, declare and amend the Declaration as follows:

**ARTICLE I
AMENDMENTS TO DECLARATION**

1.1. **Emergency Vehicle Parking.** No provisions of the Declaration shall be applied and enforced in a manner that would prevent a firefighter and/or another emergency service person who resides in Lawson Hill from parking their emergency vehicle in a designated parking space assigned to that persons Unit, provided that the vehicle is able to fit in the designated parking space.

1.2. **Association Records and Minutes of the Board of Directors.** The provisions of the Declaration concerning Association Records and Minutes of Board of Directors are hereby amended and modified to provide in all instances that the Board of Directors shall permit any Unit Owner, when a good-faith request has been made, to inspect the records of the Association and the minutes of the Board of Directors and committee meetings during normal business hours, at a cost not to exceed the actual costs incurred to make such records available. Information which is privileged or otherwise protected need not be made available.

1.3. **Regulation of Signs.** The Board of Directors may promulgate rules and regulations that govern the posting and placement of signs and flags in Lawson Hill, provided that no such rules and regulations may prohibit the reasonable displays of the American flag, military service flags or political signs.

1.4 The Declaration is hereby amended to include new Section 9.33.

9.33. **Additional Use Restrictions.** Notwithstanding any provision in the Declaration or Plat to the contrary, commencing as of the Effective Date, no Owner shall place an enforceable covenant, deed restriction or other similar device on their Unit which is intended to control the price for which the Unit can be sold, resold or rented to any person or entity, including any governmental entity. Any such covenant or deed restriction that is recorded and is in effect as of the date that this Amendment is recorded shall continue in full force and effect and shall be unaffected by this Amendment. Any non-complying covenant or deed restriction that does not comply with this Section shall be deemed unenforceable and ineffective. The Association may pursue remedies to invalidate and enjoin the offending document.

1.5. **Real Estate Transfer Assessment.** Section 5.9.1 is hereby modified, amended and restated to read as follows:

5.9.1. **Imposition of Assessment.** There is hereby imposed an assessment ("Real Estate Transfer Assessment") to be paid to the Association on all Transfers whether by deeds, instruments, writings, leases, or any other documents or otherwise by which any lands, tenements, or other interests in a Unit located in Lawson Hill are sold, granted, let, assigned, transferred, exchanged or otherwise conveyed to or vested in a Purchaser, or Purchasers thereof, or any other person or Persons, except as may be specifically exempted by this Declaration. The Real Estate Transfer Assessment shall also apply in instances where a person transfers, sells, assigns or otherwise conveys for consideration more than 50% of the ownership interests in a partnership, corporation, limited liability company or other similar entity that owns a Unit in Lawson Hill. Said Assessment shall be due and payable at the time of

Lawson Hill Voted
to Amend GEL Declaration

6.4. Repairs Resulting From Negligence: Each Unit Owner will reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally or through the Unit Owner's negligent failure to properly maintain, repair or make replacements to his Unit or to those Limited Common Elements for which he is responsible under section 6.2 of the Declaration. The Association will be responsible for damage to Units which are caused intentionally or through the Unit Owner's negligent failure to maintain, repair or make replacements to the Common Elements. If such expense is caused by misconduct, it will be assessed following Notice and Hearing.

7. VOTING

7.1. Each member of the Association shall have the right to vote with respect to Association matters required or allowed to be voted upon by the members of the Association, the number of votes determined as follows:

Each Owner of a Unit within the Affordable Housing Community shall have one (1) vote for each Dwelling Unit which could be constructed and maintained on such Unit (whether then constructed and maintained or not).

Each Owner of a Unit within the Light Industrial District shall have one (1) vote for each 1000 square feet of the total allowable area of enclosed building space which could be constructed and maintained on such Unit (whether then constructed and maintained or not).

The Owner of the small hydro easement within proposed Tract 503 shall have ten (10) votes.

8. CERTAIN RIGHTS OF DECLARANT, OWNERS AND LESSEES:

8.1. Reserved Rights with Respect to Property Furnished by Declarant: Whether or not expressed at the time, all property furnished by Declarant shall be deemed accepted by the Association when such acceptance is acknowledged in writing by the Association and shall at all times remain subject to: then existing easements including but not limited to, gas, electricity, water, sewer, telephone, television or other utility services, and for intercommunication, alarm or other similar systems; then existing easements for parking purposes; then existing easements for ingress, egress and access for the benefit of other property in Lawson Hill; and easements as provided in this Declaration.

8.2. No Sale or Abandonment of Property Furnished by Declarant:

Subject: HB09-1220 CCIOA Amendments-PriceCaps
From: Steven J. Zwick (stevez@sanmiguelcounty.org)
To: miker@sanmiguelcounty.org;
Date: Monday, March 9, 2015 3:13 PM

Mike: Attached is the full text of HB09-1220 that includes the amendments to 38-33.3-106.5 (1)(h)(I)(A)(B), C.R.S., that prohibit HOAs that are subject to CCIOA from enacting covenants that would restrict a unit owners ability to impose caps on the permissible sales price of a unit. It should be noted that this provision only applies to CCIOA communities located in counties with populations of less than 100K and that contain at least one ski lift licensed by the state passenger tramway safety board, i.e. ski resort communities. The statute also provides that the prohibition on enacting CCRs that prohibit price caps is limited to developments that are no longer under the declarant's control for CCIOA purposes. If I am accurately understanding this statute it would appear to prohibit the HOAs enforcing the CCRs in the other residential PUDs that contain AH deed restricted properties from enacting a prohibition on the imposition of price caps similar to the one that the Upper Lawson Hill HOA enacted prior to the 2009 statutory change.

Steven J. Zwick
San Miguel County Attorney
P.O. Box 791
333 West Colorado Avenue, 3rd Flr.
Telluride, CO 81435
Tel.: 970-728-3879
FAX: 970-728-3718
stevez@sanmiguelcounty.org

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NOTE: This bill has been prepared for the signature of the appropriate legislative officers and the Governor. To determine whether the Governor has signed the bill or taken other action on it, please consult the legislative status sheet, the legislative history, or the Session Laws.

An Act

HOUSE BILL 09-1220

BY REPRESENTATIVE(S) Scanlan, Apuan, Kerr A., Ryden, Todd, Schafer S.;
also SENATOR(S) Gibbs, Boyd, Carroll M., Foster, Heath, Hodge, Newell, Schwartz, Shaffer B., Tochtrop, Williams.

CONCERNING AN AMENDMENT TO THE "COLORADO COMMON INTEREST OWNERSHIP ACT" TO PERMIT A UNIT OWNER TO PRESCRIBE SPECIFIED CONDITIONS IN CONNECTION WITH THE USE OF SUCH OWNER'S PROPERTY THAT PROMOTE AFFORDABLE HOUSING.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. 38-33.3-106.5 (1), Colorado Revised Statutes, is amended BY THE ADDITION OF A NEW PARAGRAPH to read:

38-33.3-106.5. Prohibitions contrary to public policy - patriotic and political expression - emergency vehicles - fire prevention - renewable energy generation devices - affordable housing - definitions.

(1) Notwithstanding any provision in the declaration, bylaws, or rules and regulations of the association to the contrary, an association shall not prohibit any of the following:

(h) (I) THE RIGHT OF A UNIT OWNER, PUBLIC OR PRIVATE, TO

Capital letters indicate new material added to existing statutes; dashes through words indicate deletions from existing statutes and such material not part of act.

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
ADOPTING AN AMENDMENT TO
THE SAN MIGUEL COUNTY LAND USE CODE
IN THE FORM OF A NEW R-1 HOUSING DEED RESTRICTION
AND APPURTENANT GUIDELINES, RULES, REGULATIONS AND CERTIFICATES**

Resolution #1991-27

WHEREAS, the existing R-1 Housing Deed Restriction attached as Appendix B to the Land Use Code expresses the County's intent to preserve Affordable Housing for locals but can't ensure that intent because it is not financable;

WHEREAS, the staff of the San Miguel County Planning Department and the County Attorney have worked with local developers and attorneys and representatives of the Federal National Mortgage Association ("Fannie Mae") to formulate a new, financable R-1 Housing Deed Restriction ("Deed Restriction");

WHEREAS, the most significant of the various changes contributing to the financability of the proposed Deed Restriction are the "Foreclosure" section (5-1305 J.) and the "Option to Purchase" (Exhibit 3), intended to ensure that lenders will be paid back for mortgage loans;

WHEREAS, the proposed Deed Restriction contains numerous provisions intended to clarify rental, sale and occupancy procedures and place limitations on who can own deed-restricted housing;

WHEREAS, inclusion of the proposed Deed Restriction and appurtenant guidelines, rules and regulations in the body of the Land Use Code (as Sections 5-1304 and 5-1305, respectively) renders them amendable at any time via the two-step procedure for Land Use Code amendments specified in Section 3-601 of the Code;

WHEREAS, the three "Affordable Housing Certificates" required in conjunction with occupancy and rental or sale of deed-restricted housing are proposed to replace the existing deed restriction as Appendix B to the Land Use Code;

WHEREAS, the proposed deed restriction retains the market-driven basis of the existing one by not containing restrictions on income, sale prices or rents, and is intended to allow the demand for deed-restricted housing to influence the supply, and the demand and supply together to regulate prices and rents;

WHEREAS, the San Miguel County Planning Commission considered this issue, along with relevant evidence and testimony, at its regular meeting of February 13, 1991 and recommended approval of an amended version;

AMENDED AND RESTATED
DEED RESTRICTION AND COVENANT

Lot _____, _____ Subdivision ("Subject Property")

THIS AMENDED AND RESTATED DEED RESTRICTION COVENANT ("Covenant") is entered into as of _____ ("Effective Date"), by and among the following persons and parties:

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

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

RECITALS

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

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

B. The Subject Property Owner is the current, fee simple owner of the Subject Property.

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

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

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

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

Subject: LawsonHillResalePriceCapAcknowledgementofInapplicability-FirstDraft
From: Steven J. Zwick (stevez@sanmiguelcounty.org)
To: miker@sanmiguelcounty.org; lynnb@sanmiguelcounty.org;
Cc: loismajor5@gmail.com; johnh@sanmiguelcounty.org;
Date: Monday, March 16, 2015 3:18 PM

It is my understanding that among the Planning Matters scheduled for the BOCC's 3/25/15 meeting agenda is a continued discussion regarding the applicability of the Amended and Restated Deed Restriction and Covenant to the deed restricted properties located in Upper Lawson Hill. As I indicated during the BOCC's discussion of this issue at the 3/4/15 meeting, it appeared to me that there could be a mechanism that would allow for the Amended-Restated DR and Covenant to apply to properties in Upper Lawson that currently are subject to the LUC's AD DR provisions without amending that document's template. Attached for your review and consideration is a draft of an "Acknowledgement of Inapplicability of Resale Price Cap Covenant" that is intended to achieve that objective.

As I have previously discussed with Mike, it is my view that while the attached draft acknowledgement may be helpful in explaining the relationship between the resale price cap covenant and the Sixth Amendment to the Lawson Hill Declaration, its execution should not be considered to be a legal requirement. The attached draft document only restates what appears to be the legal relationship between the resale price cap covenant provisions in the Amended/Restated DR/Covenant and the Sixth Amendment, in which the latter document should be controlling since it was adopted and recorded in 2006, years before the new covenant's possible applicability to upper Lawson Hill.

Steven J. Zwick
San Miguel County Attorney
P.O. Box 791
333 West Colorado Avenue, 3rd Flr.
Telluride, CO 81435
Tel.: 970-728-3879
FAX: 970-728-3718

stevez@sanmiguelcounty.org

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**ACKNOWLEDGEMENT OF INAPPLICABILITY OF
RESALE PRICE CAP COVENANT – SECTION 11
AMENDED AND RESTATED
DEED RESTRICTION AND COVENANT
Lot ____, Lawson Hill Subdivision (“Subject Property”)**

THIS ACKNOWLEDGEMENT OF INAPPLICABILITY OF THE RESALE PRICE COVENANT, AS SET FORTH IN SECTION 11 OF THE AMENDED AND RESTATED DEED RESTRICTION AND COVENANT, applicable to Lot ____, Lawson Hill Subdivision (“Subject Property”) is made and entered into this ____ day _____, 20____, by and between:

1. County of San Miguel, State of Colorado, acting by and through its Board of County Commissioners, whose address is P.O. Box 1170, 333 West Colorado Avenue, 3rd Floor, Telluride, CO 81435 (“County”);
2. The San Miguel County Housing Authority, whose address is P.O. Box 1170, 333 West Colorado Avenue, 3rd Floor, Telluride, CO 81435 (“County Housing Authority”);
3. _____, (individually or collectively, “Subject Property Owner”) whose current mailing address is _____.

The County, County Housing Authority, and Subject Property Owner are sometimes individually referred to as a “Party” and sometimes collectively referred to as the “Parties,” who hereby state and agree as follows:

RECITALS

The Parties do hereby acknowledge and agree that the following Recitals shall be considered to be incorporated into the substantive provisions of this Acknowledgement of Inapplicability of Resale Price Cap Covenant.

- A. The Subject Property Owner is purchasing a parcel of real property known as Lot ____, Lawson Hill Subdivision, San Miguel County, CO, that upon the Subject Property Owner obtaining legal title is to be subject to the Amended and Restated Deed Restriction and Covenant, which includes among its provisions, Section 11. Rights Concerning the Exercise of the Option to Purchase. Said Section 11 includes subsections 11.1.2, Resale Price Cap Covenant, 11.2, Application of Resale Price Cap Covenant, and Section 11.3, Terms of Resale Price Cap Covenant, and Section 12.34, Price Appreciation Cap.
- B. The Sixth Amendment to Declaration of Lawson Hill, as adopted by The Lawson Hill Propertyowners’ Company, a Colorado nonprofit corporation, and recorded in the public records of the San Miguel County Clerk and Recorder’s Office at reception #382780, on 03-17-2006, (the “Sixth Amendment”) amended the Lawson Hill Declaration to include a new section 9.33, Additional Use Restrictions, prohibiting an Owner of a unit of real property in Lawson Hill from placing an enforceable covenant, deed restriction or other similar device on their Unit which is

intended to control the price for which the Unit can be sold, resold or rented to any person or entity, including any governmental entity.

C. House Bill 09-1220, as enacted by the Colorado General Assembly, effective August 5, 2009, provides that prohibitions on the ability of a property owner to place an enforceable covenant, deed restriction or other similar device on their property is intended to control the price for which that property can be sold, resold or rented to any person or entity, including any governmental entity, is contrary to the public policy of the State of Colorado, and such prohibitions may not be lawfully imposed following the effective date of House Bill 09-1220.

D. Because of the apparent conflict between the Sixth Amendment and the Resale Price Cap Covenant provisions contained in the Amended and Restated Deed Restriction and Covenant, the parties hereto do hereby intend that such Resale Price Cap Covenant Provisions shall not apply to the subject property for as long as the Sixth Amendment remains in full force and effect.

ACKNOWLEDGEMENT AND AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein as substantive provisions hereto, the parties hereto do hereby Acknowledge and Agree as follows:

1. The Resale Price Cap Covenant Provisions, sections 11.1.2, 11.2, 11.3, and 12.24, of the Amended and Restated Deed Restriction and Covenant, shall not apply to the Subject Property for as long as Section 9.33, Additional Use Restrictions, of the Sixth Amendment to Declaration of Lawson Hill remains in full force and effect.
2. With the exception of the Resale Price Cap Covenant Provisions specified in section one hereinabove, all other provisions of the Amended and Restated Deed Restriction and Covenant shall be and remain in full force and effect in accordance with its terms, and shall be binding upon the Parties hereto, their heirs, successors, and assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this Acknowledgement and Agreement as of the Effective Date first above stated.

INSERT SIGNATURE BLOCKS WITH NOTARIZATIONS FOR:

SAN MIGUEL COUNTY, COLORADO, BOCC- CHAIR

SAN MIGUEL COUNTY, COLORADO, HOUSING AUTHORITY – ADMINISTRATOR

SUBJECT PROPERTY OWNER

Planet

500 West Main
PO Box 769
Lyons, CO 80540



Bluegrass

Phone: (303) 823-0848
Fax: (303) 823-0849
www.bluegrass.com

March 9, 2015

San Miguel County Planning Department
PO Box 548
Telluride, CO 81435

VIA EMAIL: miker@sanmiguelcounty.org

Mike,

Planet Bluegrass is submitting our request for a Special Use Permit for Ilium Road and the Intercept Parking Lot for use during the Telluride Bluegrass Festival. This year's Festival will be held June 18th – 21st, 2015. Our planned use as well as the number of cars we will park remains the same as last year.

We anticipate paying for the dust treatment on the Lawson Hill lot again this year, please forward the cost as soon as it's received.

We appreciate your continued support of the Telluride Bluegrass Festival and look forward to working with San Miguel County another year.

Please contact Craig Ferguson or myself with any questions.

Respectfully,

Shauna

Shauna Bowler Nashak
Vice President of Operations
Telluride Bluegrass Festival, Inc. (d/b/a/ Planet Bluegrass)
(303) 682.3994

Planet

500 West Main
PO Box 769
Lyons, CO 80540



Bluegrass

Phone: (303) 823-0848
Fax: (303) 823-0849
www.bluegrass.com

March 9, 2015

San Miguel County Planning Department
PO Box 548
Telluride, CO 81435

VIA EMAIL: miker@sanmiguelcounty.org

Mike,

Planet Bluegrass is submitting a request for a Special Use Permit for Ilium Road and the Intercept Parking Lot for use during the Pretty Lights Event. The event will be held August 28th – 29th, 2015. We would start parking campers on Thursday August 27th and the campgrounds would close on Sunday August 30th.

We currently are not planning to put campers at the Mary E campground, however should the need arise we have permission from the Forest Service to use this area for camping.

We have budgeted to pay for the dust treatment on the Lawson Hill lot if needed for this event.

We appreciate your continued support of Planet Bluegrass and look forward to working with San Miguel County on this event.

Please contact Craig Ferguson or myself with any questions.

Respectfully,

Shauna

Shauna Bowler Nashak
Vice President of Operations
Telluride Bluegrass Festival, Inc. (d/b/a/ Planet Bluegrass)
(303) 682.3994

Subject: Fw: Fwd: San Miguel County Permit Request

From: Mike Rozycki (miker@sanmiguelcounty.org)

To: jumpin@ridefestival.com;

Cc: lynn@sanmiguelcounty.org; stevez@sanmiguelcounty.org; johnh@sanmiguelcounty.org;

Date: Wednesday, March 18, 2015 11:22 AM

Janice,

I received your email and request to use the County Intercept Parking Lot at Lawson Hill for the Ride Festival from Friday, July 10th to Monday July 13th. I also understand that you are working with the LHPOC re use of the ball field for camping; I'm not sure if you're also planning to use LHPOC Lot HI for parking as well.

I'm forwarding a copy of the email I've just sent to the BOCC, the Sheriff, Mike Horner Road & Bridge and various owner's within the Lawson Hill PUD so you can see what the County has typically required to allow these uses . As you can see the County has required Planet Bluegrass to provide the county with a Certificate of Liability Insurance and also to budget funds for applying a dust palliative to the intercept lot

Since this is a new event and we now have three proposed events using the County Intercept Lot and LHPOC ball fields for camping and their private property for parking I'm going to scheduled these requests for the BOCC's consideration at their next meeting which is to be held on Wednesday, March 25th ... this will most likely be scheduled mid morning ... by copy of this email I'm asking John Huebner to add these matters to the Board's agenda. I will also ask John to send you a copy of the BOCC agenda once its finalized.

Mike Rozycki (970) 728-3083

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

From: Mike Rozycki <miker@sanmiguelcounty.org>
To: Art Goodtimes <commish3@sanmiguelcounty.org>; Joan May <joanm@sanmiguelcounty.org>; Steven J. Zwick <stevez@sanmiguelcounty.org>; Lynn Black <lynn@sanmiguelcounty.org>; "stevez@sanmigeulcounty.org" <stevez@sanmigeulcounty.org>
Cc: Bill Masters <sheriffbillmasters@gmail.com>; Mike Homer <mikeh@sanmiguelcounty.org>; Nina Kothe <ninak@sanmiguelcounty.org>; Bill Gordon <gordon@telluridecolorado.net>; Dan Dockray <dandockray@hotmail.com>; Shauna Nashak <shauna@bluegrass.com>; Pamela Hall <lawsonhill@gmail.com>; Bill Ellison <bill@vikingrentals.biz>; Karl Wagner <kwagner@alpinelumber.com>; John Huebner <johnh@sanmiguelcounty.org>
Sent: Wednesday, March 18, 2015 10:57 AM
Subject: Fw: Fwd: San Miguel County Permit Request

All, Good Morning

I'm forwarding and email and attached letters from Shauna (Bowler) Nashak with Planet Bluegrass concerning **two planned events**

Subject: Re: Fwd: San Miguel County Permit Request

From: Mike Horner (mikeh@sanmiguelcounty.org)

To: miker@sanmiguelcounty.org; commish3@sanmiguelcounty.org; joanm@sanmiguelcounty.org; stevez@sanmiguelcounty.org; lynnb@sanmiguelcounty.org; stevez@sanmigeulcounty.org;

Cc: sheriffbillmasters@gmail.com; ninak@sanmiguelcounty.org; gordon@telluridecolorado.net; dandockray@hotmail.com; shauna@bluegrass.com; lawsonhill@gmail.com; bill@vikingrentals.biz; kwagner@alpinelumber.com; johnh@sanmiguelcounty.org;

Date: Thursday, March 19, 2015 12:59 PM

Mike,

The current schedule shows the intercept lot to be treated with dust retardant on May 7th, depending on the weather. I have not received the 2015 bid prices yet but I don't expect much of an increase over last years price which was \$1236
I do believe the lot will need a second treatment before the Pretty lights event in August and may need some grading before the treatment.

I have no objection to the use of Ilium Road for parking using the same plan as previous years.

I plan to attend the BOCC meeting on the 25th.

Thanks,
Mike

Mike Horner, Superintendent
San Miguel County Road Department
PO Box 426
Norwood, Co 81423
970-327-4835

From: Mike Rozycki <miker@sanmiguelcounty.org>

To: Art Goodtimes <commish3@sanmiguelcounty.org>; Joan May <joanm@sanmiguelcounty.org>; Steven J. Zwick <stevez@sanmiguelcounty.org>; Lynn Black <lynnb@sanmiguelcounty.org>; "stevez@sanmigeulcounty.org" <stevez@sanmigeulcounty.org>

Cc: Bill Masters <sheriffbillmasters@gmail.com>; Mike Horner <mikeh@sanmiguelcounty.org>; Nina Kothe <ninak@sanmiguelcounty.org>; Bill Gordon <gordon@telluridecolorado.net>; Dan Dockray <dandockray@hotmail.com>; Shauna Nashak <shauna@bluegrass.com>; Pamela Hall <lawsonhill@gmail.com>; Bill Ellison <bill@vikingrentals.biz>; Karl Wagner <kwagner@alpinelumber.com>; John Huebner <johnh@sanmiguelcounty.org>

Sent: Wednesday, March 18, 2015 10:57 AM

Subject: Fw: Fwd: San Miguel County Permit Request

All, Good Morning

I'm forwarding and email and attached letters from Shauna (Bowler) Nashak with Planet Bluegrass concerning **two planned events** this year.

One is a request to use the County Intercept Lot for parking and to again authorize the proposed parking and camping in Lawson Hill and along the Illium Road for the 2015

Bluegrass Festival, which will be held June 18th thru June 21st, the number of cars etc. is anticipated to be the same as what has occurred the past several years. It is expected that Planet Bluegrass will again provide the County with a Certificate of Liability Insurance in the amount of \$1 million prior to the festival similar to what has been provided in the past.

Ms. Nashak advises that they anticipate paying for dust treatment on the County Intercept Lot again this year. It is assumed Mike Horner can and will provide a cost estimate and schedule for when the application of this dust treatment may occur.

Two is a request to use Illium Road and the County Intercept parking lot during the Pretty Lights event that is to be held August 28th thru the 29th with parking to start on Thursday August 27th and the campgrounds would close on Sunday August 30th. Though not specifically stated I assume they are planning to enter into an agreement with the LHPOC to park on Lot HI and camp on the ball fields. It is my understanding that the parking and camping for the Pretty Lights event will be overseen and handled by the same folks that have handled these activities for the Bluegrass festival in the past.

I would like to hear from folks if they have any specific issues and/or concerns at your earliest opportunity. Ms. Nashak indicates in her letter that for the Pretty Lights event they have budgeted to pay for dust treatment on the Intercept Lot if needed for this event

I have also received an email yesterday from Janice Zink yesterday on behalf of the RIDE Festival requesting to use the County intercept lot from Friday July 10th to Monday July 13th. Ms. Zink also advised that they are in the process of reaching an agreement with the LHPOC to use their ball fields for camping during this same period. I will send Janice Zink's email to you separately.

I'm planning to ask John Huebner to put an item on the March 25th BOCC meeting agenda to discuss and consider approving the use of the County Intercept Lot for parking for these planned events and also to authorize the use of the LHPOC property for parking and camping as temporary uses administratively.

Mike Rozycki (970) 728-3083

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

From: Shauna Nashak <shauna@bluegrass.com>
To: Mike Rozycki <miker@sanmiguelcounty.org>
Sent: Tuesday, March 17, 2015 4:38 PM
Subject: Fwd: San Miguel County Permit Requestis a equse

Hi Mike,

Got your voicemail, below is the email I sent last week. Please let me know if you need any additional information.

Thanks!

Shauna

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

Subject:San Miguel County Permit Request

Date:Mon, 09 Mar 2015 10:40:42 -0600

From:Shauna Nashak <shauna@bluegrass.com>

To:Mike Rozycki <miker@sanmiguelcounty.org>

Mike,

Hope this email finds you well and enjoying the winter in Telluride. I've attached our special use permit request for this year's Bluegrass Festival.

I've also attached a request for a Use Permit for the Pretty Lights event in August. We are currently not planning to use the Mary E campground however I would like to request permission to use Ilium Road in the event we do end up putting campers in Mary E.

Thank you for your help,

Shauna

--

Shauna Bowler Nashak
Planet Bluegrass
PO Box 769, 500 West Main Street
Lyons, CO 80540
(303) 682-3994

MEMORANDUM

Date: March 19, 2015
To: **SMCHA Board**
From: SMRHA
Meeting Date: **March 25, 2015**
Re: **McOmber exception request**
Attachments: Application for Exception , Quit Claim Email

Purpose

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.

Overview

Amber McOmber has applied to purchase Lawson Hill 36B (LH36B), also known as, 530 Society Dr. She needs to meet the definition of employee, which includes earning your income primarily from employment within the Telluride R-1 School District boundaries. She has two local jobs that do help her meet the hourly requirement and her income and child support also meet the definition. However, she will be receiving 20% of the purchase price from a parent and that money significantly exceeds her earnings. As money she may use at her discretion, it is considered income as well and makes her unqualified. She also owns a property in Rico which is not allowed under this deed restriction.

In order to purchase LH 36B her income and the other property ownership requires an exception to the following sections of the San Miguel County R-1 Deed Restriction and the Guidelines, Rules and Regulations within the San Miguel County Land Use Code:

Applicable Guidelines

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...

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, drivers 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.

5-1306 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:
 - 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.

Analysis by SMRHA E.D.:

Amber has stated the money from her parent is to put 20% toward the purchase thus lowering her mortgage payment and removing Private Mortgage Insurance. There is no provision or definition in the deed restriction on this property that allows for this money from family to not be looked at as income. Due to the other property ownership I am also requesting a statement that there is no income from rent on the Rico property. The past 2 years of taxes do not reflect any rental income. I anticipate the statement being on hand for the meeting. If Ms. McOmber were to sign the New County Covenant this exception would not be required as the property ownership is outside the School District boundary and the down payment assistance (non-qualifying income) is less than 30% of the purchase price.

The Rico property ownership is an issue under the San Miguel County R-1 Deed Restriction and the Guidelines, Rules and Regulations. Amber would like to retain this property until the market improves or she may sign the Covenant, causing the exception to be resolved. If there were not a concern the Lawson Hill PHOC might sue her, she would gladly sign the covenant now. This property was purchased with Dean Bubolo, former spouse, but the loan is in Amber's name according to both Amber and Dean. The Dolores public documents site does not allow you to view documents, so I have requested verification from Dean Bubolo regarding collection of rent, who is on Title, and proof Amber is the only name on the loan now. It appears Dean may be on Title, but they will Quit Claim him off, if that is the case, so he need not be party to this exception if granted.

The property for purchase, LH 36B, is owned by the Wasserman's and this purchase, if allowed, will resolve their exception for other property ownership as they have closed on LH 8.

Recommendation from the SMRHA Board:

Motion by Lynn Black, seconded by

- 1) The SMRHA Board recommends granting a discretionary exception based upon the following compelling circumstance: Amber is currently working and would like to be closer to the children's school and her employment and recommends the following conditions:
 - 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 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.

Motions for Consideration:

1) The SMCHA Board does not grant a discretionary exception because we found no compelling circumstance.

OR

2) The SMCHA Board grants a discretionary exception based upon the following compelling circumstance: (Amber is currently working and would like to be closer to the children's school and her employment) and recommends the following conditions:

- 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.

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): Amber McOmber Phone no. 928-821-1374

Email address: dandelionjewels@aol.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)): _____

207 N. Piedmont
Rico, CO 81332

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): 530 Society Dr. Lawson Hill

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, Amber McOmber, hereby declare, under penalty of perjury, that the following is a true statement:

a. [THIS IS THE PRIMARY INFORMATION ON WHICH ON A DISCRETIONAY EXCEPTION REQUEST WILL BE GRANTED OR DENIED.] Explain "compelling circumstances" warranting an exception to the requirement(s): _____

b. Provide an approximate timeline: _____

c. Include a statement as to whether the applicant owns any other property inside/outside of San Miguel County, Ouray, Dolores, or Montrose Counties: _____

d. Describe the nature and extent of the applicant's community commitments and involvement: _____

2 boys 6yrs & 8yrs old attending the Mountain School

Signature: Amber McOmber Date: 2-27-15

Signature: _____ Date: _____

I bought this house about 9 years ago. I have a significant amount of money put into improvements and remodeling. Once my kids started school and sports I found it difficult to drive back and forth and so am living in Telluride. My kids and a large portion of their family are in Lawson and we would love to live there! My house in Rico is barely worth what I paid for it and I really would like to be able to hang onto it until the market comes back up so I can at least get my investment out of it. My kids attend the Mountain School with 6 of their cousins and so being in Lawson is ideal!

Thank you,
Amber Mcomber
2-27-15

DBubolo@aol.com

10:49 AM (1
hour ago)

to shirley, DandelionJewels

Shirley,

Greetings. This serves as notice that Amber Mcomber and I have started the process of Quick Claiming the property listed above to her name only. This will be completed by end of March 2015.

Please let me know if you have any questions.

Thanks

Dean

Bubolo

928-821-3982c