



**SUMMIT COUNTY BOARD OF COUNTY COMMISSIONERS
1ST AMENDED REGULAR MEETING AGENDA
Tuesday, January 28, 2020, 1:30 p.m.
County Commissioners' Meeting Room; Summit County Courthouse
208 Lincoln Avenue, Breckenridge, Colorado**

For assistance or questions regarding special accommodations, accessibility, or available audio/visual equipment, please contact 970-453-3403 as soon as possible.

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF AGENDA

IV. CITIZEN COMMENT

V. CONSENT AGENDA

- A. Approval Of A Resolution Authorizing The Clerk & Recorder And Motor Vehicle Offices To Close To The Public The Day Of The Presidential Primary Election On March 3, 2020, Primary Election, June 30, 2020 And The General Election, November 3, 2020 (Clerk)

Documents:

[CONSENT A - RESOLUTION COMBINED ALL 2020 ELECTIONS CLERK AND RECORDER CLOSURE.PDF](#)

- B. Approval Of A Resolution Adding Additional Polling Venues For Early Voting For The Coordinated Election On November 3, 2020 (Clerk)

Documents:

[CONSENT B1 - GENERAL CR CHANGE OF LOCATION EARLY VOTING AND POLLING PLACE.PDF](#)
[CONSENT B2 - RESOLUTION GENERAL CR VSPC CHANGE_1.28.20.PDF](#)

- C. Approval Of 1-14-20 Regular Meeting Minutes

Documents:

[CONSENT C - APPROVAL OF 11420 REGULAR MEETING MINUTES.PDF](#)

- D. Warrant Lists Of 1-1-20 To 1-15-20 (Finance)

Documents:

[CONSENT D - WARRANT LIST JANUARY 01 - 15.PDF](#)

- E. Approval To Acquire A 50% Interest In The Smuggler, Silent Friend, Iron And Crown Point Claims (Upper Blue) (OS&T)

Documents:

[CONSENT E1 - STAFF REPORT SMUGGLER CLAIMS.PDF](#)
[CONSENT E2 - SMUGGLER CLAIMS MAP FOR BOCC.PDF](#)

- F. Approval To Proceed With The Sale Of The Continental Divide National Scenic Trail Mining Claims (Summit County Critical Inholdings) To The United States Forest Service (OS&T)

Documents:

[CONSENT F1 - STAFF REPORT CDNST CLAIMS.PDF](#)
[CONSENT F2 - LETTER FROM COUNTY AUTHORIZING SALE.PDF](#)
[CONSENT F3 - CDNST MAP FOR BOCC 1_22_20.PDF](#)
[CONSENT F4 - FS-5400-36 PURCHASE OPTION.PDF](#)
[CONSENT F5 - PTO SAMPLE - CDNST OPTION_UNSIGNED_8-27-14.PDF](#)

- G. Authorization For The Chair To Execute The Community Development Block Grant Business Loan Funds Application And Intergovernmental Agreement (NWCCOG)

Documents:

[CONSENT G2 - NLF LOAN POLICY 2018 1-25PDF.PDF](#)
[CONSENT G3 - 2020 NLF CDBG GRANT APPLICATION.PDF](#)

- H. Approval Of A Property Exchange And Purchase Agreement (Manager)

Documents:

[CONSENT H1 - APPROVAL OF A PROPERTY EXCHANGE STAFF REPORT FINAL.PDF](#)

- I. Approval Of A Collective Bargaining Agreement (Transit)

Documents:

[CONSENT I1 - STAFF MEMO TO BOCC CBA NEGOTIATIONS AND RATIFICATION.PDF](#)
[CONSENT I2 - SUMMIT CBA 2020 FINAL.PDF](#)

- J. Approval Of Intergovernmental Agreement (IGA) With Summit County Housing Authority Regarding Housing Project (Housing/Manager)

Documents:

[CONSENT J1 - IGA BOCC APPROVAL STAFF REPORT.PDF](#)
[CONSENT J2 - PARCEL 1 IGA FINAL CLEAN 1-27-20 FINAL.LD.PDF](#)
[CONSENT J3 - IGA EXHIBIT A MAP.PDF](#)

- K. Petition For Abatement Or Refund Of Taxes; Abatement No. 20AR-05; Schedule No.

304457; Legal Property Description: Unit 2 Liftside Condo Commercial Lease; Owner: Vail Summit Resorts Inc (Assessor)

Documents:

[CONSENT K1 - 20AR-05 STAFF REPORT.PDF](#)
[CONSENT K2 - 20AR-05 BAA STIPULATION - FULLY EXECUTED.PDF](#)
[CONSENT K3 - 20AR-05 DPT PETITION.PDF](#)
[CONSENT K4 - 20AR-05 NOD SUMMIT CBOE - ASSESSOR APPEAL - 304457.PDF](#)

- L. Petition For Abatement Or Refund Of Taxes; Abatement No. 20AR-06; Schedule No. 6512485; Legal Property Description: Lot 2R Riverview Sub #2 Replat Of Lots 2-8 & Rainbow Dr; Owner: Craig Realty Group - Silverthorne LLC (Assessor)

Documents:

[CONSENT L - P1 - 20AR-06 20AR-10 20AR-11 20AR-12 20AR-16 CRAIG REALTY STAFF REPORT.PDF](#)
[CONSENT L - P2 - 20AR-06 20AR-10 20AR-11 20AR-12 20AR-16 CRAIG REALTY - PROPERTY VALUE COMPARISON.PDF](#)
[CONSENT L - P3 - 20AR-06 20AR-10 20AR-11 20AR-12 20AR-16 BAA STIPULATION CRAIG REALTY GROUP.PDF](#)
[CONSENT L1 - 20AR-06 DPT PETITION.PDF](#)
[CONSENT L2 - 20AR-06 NOD 6512485.PDF](#)

- M. Petition For Abatement Or Refund Of Taxes; Abatement No. 20AR-010; Schedule No. 1501233; Legal Property Description: Lot 2 Silverthorne Factory Stores; Owner: Craig Realty Group - Silverthorne LLC (Assessor)

Documents:

[CONSENT L - P1 - 20AR-06 20AR-10 20AR-11 20AR-12 20AR-16 CRAIG REALTY STAFF REPORT.PDF](#)
[CONSENT L - P2 - 20AR-06 20AR-10 20AR-11 20AR-12 20AR-16 CRAIG REALTY - PROPERTY VALUE COMPARISON.PDF](#)
[CONSENT L - P3 - 20AR-06 20AR-10 20AR-11 20AR-12 20AR-16 BAA STIPULATION CRAIG REALTY GROUP.PDF](#)
[CONSENT M1 - 20AR-10 DPT PETITION.PDF](#)
[CONSENT M2 - 20AR-10 NOD 1501233.PDF](#)

- N. Petition For Abatement Or Refund Of Taxes; Abatement No. 20AR-011; Schedule No. 1501234; Legal Property Description: Lot 3 Silverthorne Factory Stores; Owner: Craig Realty Group - Silverthorne LLC (Assessor)

Documents:

[CONSENT L - P1 - 20AR-06 20AR-10 20AR-11 20AR-12 20AR-16 CRAIG REALTY STAFF REPORT.PDF](#)
[CONSENT L - P2 - 20AR-06 20AR-10 20AR-11 20AR-12 20AR-16 CRAIG REALTY - PROPERTY VALUE COMPARISON.PDF](#)
[CONSENT L - P3 - 20AR-06 20AR-10 20AR-11 20AR-12 20AR-16 BAA STIPULATION CRAIG REALTY GROUP.PDF](#)
[CONSENT N1 - 20AR-11 DPT PETITION.PDF](#)
[CONSENT N2 - 20AR-11 NOD 1501234.PDF](#)

- O. Petition For Abatement Or Refund Of Taxes; Abatement No. 20AR-012; Schedule No. 1501284; Legal Property Description: Lot 1 Silverthorne Factory Stores #2; Owner: Craig

Realty Group - Silverthorne LLC (Assessor)

Documents:

[CONSENT L - P1 - 20AR-06 20AR-10 20AR-11 20AR-12 20AR-16 CRAIG REALTY STAFF REPORT.PDF](#)
[CONSENT L - P2 - 20AR-06 20AR-10 20AR-11 20AR-12 20AR-16 CRAIG REALTY - PROPERTY VALUE COMPARISON.PDF](#)
[CONSENT L - P3 - 20AR-06 20AR-10 20AR-11 20AR-12 20AR-16 BAA STIPULATION CRAIG REALTY GROUP.PDF](#)
[CONSENT O1 - 20AR-12 DPT PETITION.PDF](#)
[CONSENT O2 - 20AR-12 NOD 1501284.PDF](#)

- P. Petition For Abatement Or Refund Of Taxes; Abatement No. 20AR-016; Schedule No. 6512486; Legal Property Description: Lot 6R Riverview Sub #2 Replat Of Lots 2-8 & Rainbow Dr; Owner: Craig Realty Group - Silverthorne LLC (Assessor)

Documents:

[CONSENT L - P1 - 20AR-06 20AR-10 20AR-11 20AR-12 20AR-16 CRAIG REALTY STAFF REPORT.PDF](#)
[CONSENT L - P2 - 20AR-06 20AR-10 20AR-11 20AR-12 20AR-16 CRAIG REALTY - PROPERTY VALUE COMPARISON.PDF](#)
[CONSENT L - P3 - 20AR-06 20AR-10 20AR-11 20AR-12 20AR-16 BAA STIPULATION CRAIG REALTY GROUP.PDF](#)
[CONSENT P1 - 20AR-16 DPT PETITION.PDF](#)
[CONSENT P2 - 20AR-16 NOD 6512486.PDF](#)

VI. NEW BUSINESS

- A. Administrative TDR Map Amendment - Change Designation Of Properties That Have Had Development Rights Removed From Receiving, Sending, Or Neutral To "Neutral - Development Rights Removed" For The Upper Blue, Lower Blue, And Snake River Basins (PLN19-155/Summit County Government)

Documents:

[NB A1 - PLN19-155 STAFF REPORT.PDF](#)
[NB A2 - TDR TONEUTRALEXTINGUISHED.PDF](#)
[NB A3 - 2020TDRUPDATETONEUTRALTDREXT.PDF](#)
[NB A4 - PLN19-155 RESO.PDF](#)

- B. A General Subdivision Exemption To Replat The Building Envelope On Lot 8B, Shadows North Amended Subdivision; A 0.531 Acre Parcel Zoned R-2. (PLN19-153/Sonny Neely) Upper Blue Basin

Documents:

[NB B1 - PLN19-153 STAFF REPORT.PDF](#)
[NB B2 - ATTACHMENT - PROPOSED PLAT.PDF](#)
[NB B3 - PLN19-153_RESO.PDF](#)

- C. Lot Line Vacation Tiger Run RV Resort (PLN18-035/Maris Davies) (Upper Blue Basin) Staff Recommends Continuing To The February 11, 2020 Regular Meeting Due To A Noticing Error

Documents:

VII. PUBLIC HEARING

- A. A Minor Amendment To The Copper Mountain PUD To Add Commercial As An Allowed Use To Parcel 30 (Alpine Lot) And Transfer 1,000 Square Feet Of Commercial Density From Parcel 29 (East Lake Housing) To Parcel 30 To Facilitate A New Transportation Center With A Commercial Component (PLN19-145/Graeme Bilenduke) Ten Mile Basin

Documents:

PH A1 - PLN19-145_STAFF REPORT.PDF

PH A2 - PLN19-145_RESO.PDF

- B. A Major PUD Amendment To Clarify And Update The Tiger Run RV Resort PUD (PLN18-037/Maris Davies) Upper Blue Basin Staff Recommends Continuing To The February 11, 2020 Regular Meeting Due To A Noticing Error

Documents:

PH B - PLN18-037_ BOCC CONTINUANCE REQUEST FINAL.PDF

- C. Consideration Of A Resolution Amending The Method Of Appointing The Membership Of Summit County Housing Authority Commissioners And Appointing The Board Of County Commissioners As Ex Officio Commissioners Of The Authority(SHA) (Manager/Attorney)

Documents:

PH C1- APPOINTMENT RESO FOR SHA MEMBERS BOCC STAFF REPORT.PDF

PH C2 - BOCC FINAL RESO 2020 TO APPOINT SHA BOARD.PDF

PH C3 - PROOF OF PUB AD NO.538282.PDF

VIII. ADJOURNMENT

*This agenda is subject to change at any time. Please contact the Manager's Office or visit our website to obtain updates at: <http://www.summitcountyco.gov>

RESOLUTION 2020-__

**BOARD OF COUNTY COMMISSIONERS
OF THE
COUNTY OF SUMMIT
STATE OF COLORADO**

RESOLUTION AUTHORIZING THE CLERK AND RECORDER'S OFFICE, INCLUDING THE MOTOR VEHICLE OFFICE, TO CLOSE TO THE PUBLIC THE DAY OF THE PRESIDENTIAL PRIMARY MARCH 3, 2020, PRIMARY JUNE 30, 2020 AND GENERAL ELECTIONS, NOVEMBER 3, 2020

WHEREAS, pursuant to C.R.S. §30-10-109, county offices shall be kept open for transaction of County business on the days and during the hours designated by resolution of the Board of County Commissioners; and

WHEREAS, the staff of the Clerk and Recorder's Office will be utilized by serving as election judges to help with the 2020 elections process; consequently, staff will be unavailable to assist members of the public on March 3, 2020, June 30, 2020 and November 3, 2020, the day of the Presidential Primary, Primary and General Elections; and

WHEREAS, there is adequate time to give notice to the public of said hours.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SUMMIT, STATE OF COLORADO THAT, the Summit County Board of County Commissioners hereby authorizes the office of Clerk and Recorder, including the Motor Vehicle office, to close for the aforementioned Election dates in 2020.

ADOPTED THIS 28TH DAY OF JANUARY, 2020.

**COUNTY OF SUMMIT
STATE OF COLORADO
BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS**

Karn Stiegelmeier, Chair

ATTEST:

Kathleen Neel, Clerk & Recorder



KATHLEEN NEEL, CLERK & RECORDER
ELECTIONS DIVISION
(970) 453-3479
208 East Lincoln Ave. | P.O. Box 1538
Breckenridge, CO 80424
elections@summitcountyco.gov

Office of the Clerk & Recorder | Elections

STAFF REPORT

TO: Board of County Commissioners
FROM: Kathleen Neel, Clerk & Recorder
Stacey Nell, Chief Deputy Clerk
FOR: Meeting of January 28, 2020
SUBJECT: Public Hearing, New Liquor License Application
DATE: December 10, 2019
APPLICANTS: Kathleen Neel & Stacey Nell
REQUEST: Designation and approval of change of location of early voting and Election day polling place at the Breckenridge Grand Vacations Community Center

BACKGROUND:

For elections in recent years, the Breckenridge early voting and Election day polling place has been located in the Board of County Commissioners' (BOCC) room in the Old County Courthouse, located at 208 East Lincoln Avenue. The room is traditionally divided by partitions to share the space with Central Count operations for Mail Ballots. Due to the anticipated significant increase in voter turnout for the General Election on November 3, 2020, and impact on the limited space available in the Old County Courthouse building, the Clerk & Recorder respectfully requests that the early voting and Election day polling place be designated and moved to the Breckenridge Grand Vacations Community Center.

AUTHORITY:

§ 1-8-204, C.R.S. authorizes the establishment of one of more early voters' polling places for the convenience of eligible electors wishing to vote at such polling places. The Clerk & Recorder is required to give adequate notice of the newly added polling place to eligible electors.

STAFF RECOMMENDATION :

Based on above considerations, Staff recommends that the Board of County Commissioners approve the proposed designation of the early voting and Election day polling place to be at the Breckenridge Grand Vacations Community Center, located at 103 South Harris Street in Breckenridge for the November 3, 2020 General Election.

RESOLUTION 2020-__

**BOARD OF COUNTY COMMISSIONERS
OF THE
COUNTY OF SUMMIT
STATE OF COLORADO**

RESOLUTION AUTHORIZING THE CLERK AND RECORDER'S OFFICE TO DESIGNATE A SEPARATE EARLY ELECTION DAY VOTING SERVICE POLLING CENTER IN BRECKENRIDGE FOR THE GENERAL ELECTION ON NOVEMBER 3, 2020

WHEREAS, pursuant to C.R.S. §1-8-204, The Summit County Clerk & Recorder, subject to the approval of the Summit County Board of Commissioners, is required to provides one or more early voters' polling places; and

WHEREAS, the location in recent elections has been the Old County Courthouse in Breckenridge; and

WHEREAS, the County Clerk & Recorder has determined that there will be a significant increase in voter turnout for the General Election on November 3, 2020; and

WHEREAS, the County Clerk & Recorder has determined the Board of County Commissioners' Hearing Room on the third floor of the Old County Courthouse has insufficient space to facilitate and peaceful and confidential voting process and the Central Count operations simultaneously;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SUMMIT, STATE OF COLORADO THAT, the Summit County Board of County Commissioners hereby designates the Breckenridge Grand Vacations Community Center located at 103 South Harris Street in Breckenridge to serve as the early and Election day voting service polling center in Breckenridge for the 2020 General Election.

ADOPTED THIS 28TH DAY OF JANUARY, 2020.

**COUNTY OF SUMMIT
STATE OF COLORADO
BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS**

Karn Stiegelmeier, Chair

ATTEST:

Kathleen Neel, Clerk & Recorder



SUMMIT COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, January 14, 1:30 p.m.
SUMMARY MINUTES

*For assistance or questions regarding special accommodations, accessibility,
or available audio/visual equipment, please contact 970-453-3403 as soon as possible.*

I. CALL TO ORDER

The Meeting of the Board of County Commissioners on Tuesday, January 14, 2020 was called to order by Chair, Thomas C. Davidson, at 1:30 p.m. in the County Commissioners' Meeting Room, Summit County Courthouse, 208 Lincoln Avenue, Breckenridge, Colorado.

II. ROLL CALL

Board Members present and answered to the roll call were:

Thomas C. Davidson, Chair
Karn Stiegelmeier, Commissioner
Elisabeth Lawrence, Commissioner

Staff Present were as follows: Scott Vargo, County Manager; Jeff Huntley, County Attorney; Cameron Turpin, Assistant County Attorney; Bentley Henderson, Assistant County Manager; Sarah Vaine, Assistant County Manager; Julie Sutor, Director of Communications; Marty Ferris, Finance Director; Stacey Nell, Chief Deputy County Clerk; Stephanie Thompson, Deputy Clerk; Maya Kulick, Environmental Health Specialist; Dan Hendershott, Environmental Health and Lori Dwyer, Deputy Clerk.

Additional Attendees: Paul Sullivan, Kim Nearpass

III. APPROVAL OF AGENDA

The agenda was approved, as presented.

IV. CITIZEN COMMENT

V. APPOINTMENTS

A. Appointment of Chair and Vice Chair for 2020 and Consideration of Adoption of Resolution Concerning the Appointments to Various Boards, Committees, and Commissions.

Commissioner Stiegelmeier noted that she is no longer on the Colorado Workforce Investment Board, and it should be removed from the list.

MOTION: A motion was made by Commissioner Stiegelmeier and seconded by Commissioner Lawrence to approve Resolution 2020-01 for Appointment of Chair and Vice Chair for 2020 BOCC and Consideration of Adoption of Resolution Concerning the Appointments to Various Boards, Committees, and Commissions, with one amendment as referenced above.

VI. PROCLAMATIONS & ANNOUNCEMENTS

- A.** Resolution Proclaiming January 2020 as “National Radon Action Month” in Summit County, Colorado.

Maya Kulick gave a background regarding National Radon Action Month, including the incidence of radon in Summit County homes, the availability of free test kits, local advertising and a recommended testing schedule.

MOTION: A motion was made by Commissioner Lawrence and seconded by Commissioner Davidson to approve Resolution 2020-02, Proclaiming January 2020 as “National Radon Action Month” in Summit County, Colorado.

MOTION PASSED UNANIMOUSLY BY THE BOARD PRESENT

VII. CONSENT AGENDA

- A.** Approval of 12-17-19 Special Meeting Minutes. **Approved as presented; and**
- B.** Warrant Lists of 12-1-19 to 12-15-19 and 12-16-19 to 12-31-19 (Finance). **Approved as presented by the Finance Department; and**
- C.** Approval of a Resolution for the Colorado Opportunity Scholarship Initiative (COSI)(Colorado Mountain College). **Approved Resolution 2020-03; and**
- D.** Approval Highway Users Tax Fund (HUTF) Report for 2019 (Road & Bridge). **Approved as presented; and**
- E.** Liquor License Renewal for The Eagle BBQ dba THE EAGLE BBQ; Hotel & Restaurant; Darrell Walsh; located at 214 Ten Mile Circle, Copper Mountain, CO (Clerk). **Approved as presented; and**
- F.** Liquor License Renewal for Koll Inc. dba DOS LOCOS MEXICAN RESTAURANT & CANTINA; Hotel & Restaurant, Joseph Koll; located at 22869 U.S. Highway 6 Unit #102, Keystone, CO (Clerk). **Approved as presented; and**
- G.** Liquor License Renewal for The Whiskey Bar at Copper Mountain LLC dba HIGH ROCKIES WHISKEY AND WINE BAR; Hotel & Restaurant; Lindsay Atkins; located at 260 Ten Mile Circle, Copper Mountain, CO (Clerk). **Approved as presented; and**
- H.** Liquor License Modification for Lakeside Pizza Pub LLC dba LAKESIZE PIZZA & PUB; Premise Modification; Daryl C. Sims; located at 22080 U.S. Highway 6 Unit #L3, Keystone, CO (Clerk). **Approved as presented; and**
- I.** Liquor License Renewal for Spoon Café LLC dba SPOON CAFÉ; Hotel & Restaurant; Meir Zuchman; located at 195 River Run Road, Keystone, CO (Clerk)
- J.** Liquor License Modification for Spoon Café LLC dba SPOON CAFÉ; Manager Registration; Hotel & Restaurant; Meir Zuchman; located at 195 River Run Road, Keystone, CO (Clerk). **Approved as presented; and**
- K.** Issuance of a TDR certificate valued at one (1) development right from a wetland lot qualified as a TDR Sending Site. In exchange, title to the property shall be conveyed jointly to Summit County and the Town of Breckenridge; Lot 6, Block 2, Quandary Village Subdivision #2, a 0.50 acre parcel zoned R-2. (PLN19-129/David Dempsey) Upper Blue Basin. **Approved Resolution 2020-04; and**

MOTION: A motion was made by Commissioner Lawrence and seconded by Commissioner Davidson to approve the Consent Agenda, items A-K, including Resolutions 2020-03 and 2020-04 as referenced above.

MOTION PASSED UNANIMOUSLY BY THE BOARD PRESENT

VIII. NEW BUSINESS

IX. PUBLIC HEARING

- A. Renewal of Liquor License for Sullivan Ventures Inc. dba LOVELAND PASS LIQUORS; Liquor Store; Paul Sullivan; located at 101 Mountain View Plaza, Keystone, CO (Clerk).
Continued from the December 17, 2019 Special Meeting.**

Stacey Nell gave a history including, but not limited to, the applicant's background check, reported incident including law enforcement response, and previous history of a separate incident which required a stipulation and probationary period for the applicant's liquor license.

Staff recommended that the BOCC not renew the applicant's liquor license without a stipulation agreement and associated probationary period.

Cameron Turpin noted differences between the previous stipulation agreement and the one before the BOCC at this meeting.

Paul Sullivan, applicant, noted that he agrees to the stipulation, and that the two individuals involved in the previous incidents are no longer employed by his business. He also noted that he has purchased a new camera system to comply with the stipulation, although he has not yet installed it.

Ms. Turpin noted that a timeframe for security system installation could be added to the stipulation.

Ms. Nell explained the follow-up process for the probationary period.

Commissioner Stiegelmeier opened and closed the hearing with no public comment.

MOTION: A motion was made by Commissioner Lawrence and seconded by Commissioner Davidson to approve Renewal of Liquor License for Sullivan Ventures Inc. dba LOVELAND PASS LIQUORS; Liquor Store; Paul Sullivan; located at 101 Mountain View Plaza, Keystone, CO (Clerk), with the additional requirement of a working security system by January 31st, 2020.

MOTION PASSED UNANIMOUSLY BY THE BOARD PRESENT

X. ADJOURNMENT

The meeting was adjourned at 1:52 p.m.

Respectfully submitted,

Approved by:

Lori Dwyer, Deputy Clerk

Karn Stiegelmeier, Chair

NOTE: These minutes are a summary of the proceedings and motions of the January 14, 2020 Board of County Commissioners' Regular Meeting. The complete digital recording is available in the Office of the Clerk & Recorder, Summit County Courthouse, 2nd Floor, 208 Lincoln Avenue, Breckenridge, Colorado 80424.

Warrant List, January 01 - 15, 2020

10 - GENERAL FUND	1,118,945.63
90621 - ANIMAL CONTROL ONE TIME	2,865.95
SUPP - SUPPLIES	2,865.95
10125 - AV-TECH ELECTRONICS INC	74.25
SUPP - SUPPLIES	74.25
11876 - BRECKENRIDGE MONTESSORI, INC	4,096.40
SVC - SERVICES	4,096.40
10206 - CAA-DPT	900.00
DUES - DUES	900.00
10209 - CALPHO	1,441.00
SVC - SERVICES	1,441.00
10222 - CARRIAGE HOUSE PRESCHOOL	11,871.20
SVC - SERVICES	11,871.20
10242 - CDWG	18,850.00
SUPP - SUPPLIES	18,850.00
10247 - CENTURYLINK	730.91
SVC - SERVICES	730.91
10286 - CML	300.00
SVC - SERVICES	300.00
10329 - COLORADO DEPT OF PUB HEALTH & ENVIRONMENT	4,300.00
GOVT - GOVERNMENT AGENCY	4,300.00
10346 - COLORADO MOUNTAIN COLLEGE	16,654.00
GOVT - GOVERNMENT AGENCY	16,654.00
10395 - CORUM REAL ESTATE GROUP INC.	3,480.00
SUPP - SUPPLIES	3,480.00
11655 - COSTAR REALTY INFORMATION INC	491.42
SVC - SERVICES	491.42
11644 - CROWN TROPHY	163.36
SUPP - SUPPLIES	163.36
11992 - DR ALISON MCNEILLY	977.00
SVC - SERVICES	977.00
10496 - EMORE INC	2,110.00
SUPP - SUPPLIES	2,110.00
11969 - EMPLOYERS COUNCIL	6,000.00
SVC - SERVICES	6,000.00
10529 - FEDERAL EXPRESS	67.64
SVC - SERVICES	67.64
10559 - FRISCO SANITATION DISTRICT	2,744.70
SVC - SERVICES	2,744.70
10632 - HILL'S PET NUTRITION	814.27
SUPP - SUPPLIES	814.27
10637 - HOLLY HOLDEN	36.29
SVC - SERVICES	36.29
10695 - JANEEN K OGDEN	1,500.00

SVC - SERVICES	1,500.00
12301 - JUDITH L. DOMBROWSKI	1,121.48
SVC - SERVICES	1,121.48
10741 - JUSTIN MILIZIO, DVM	160.00
SVC - SERVICES	160.00
12303 - KATHLEEN GROSSNICKLAUS	844.35
SVC - SERVICES	844.35
10796 - LAKE DILLON PRESCHOOL	9,985.73
SVC - SERVICES	9,985.73
10804 - LASER GRAPHICS	328.00
SUPP - SUPPLIES	328.00
12302 - LINDA FARRELL	381.04
SVC - SERVICES	381.04
10823 - LITTLE RED SCHOOLHOUSE	13,272.84
EE - EMPLOYEE REIMB	13,272.84
12457 - MARYLYN J GREEN	1,463.54
SVC - SERVICES	1,463.54
10899 - MINES AND ASSOCIATES, P.C.	836.60
SVC - SERVICES	836.60
10930 - NACO - NATIONAL	463.00
GOVT - GOVERNMENT AGENCY	463.00
10939 - NATIONAL BAND AND TAG CO	18.73
SUPP - SUPPLIES	18.73
10959 - NEWCLOUD NETWORKS	2,756.97
SVC - SERVICES	2,756.97
10978 - OFFICE OF THE DISTRICT ATTORNEY	116,001.34
GOVT - GOVERNMENT AGENCY	116,001.34
10979 - OFFICE SCAPES	24,686.62
SUPP - SUPPLIES	24,686.62
11949 - OPEN ARMS CHILDCARE AND PRESCHOOL	10,105.03
SVC - SERVICES	10,105.03
11119 - ROCKY MOUNTAIN MONTESSORI	9,371.46
SVC - SERVICES	9,371.46
90611 - SHERIFF ONE TIME	60.00
SUPP - SUPPLIES	60.00
11680 - SOUTHERN HEALTH PARTNERS, INC.	22,899.89
SVC - SERVICES	22,899.89
11254 - STEVE NOFZIGER	175.00
SVC - SERVICES	175.00
11271 - SUMMIT COMMUNITY CARE CLINIC	7,500.00
SVC - SERVICES	7,500.00
11277 - SUMMIT COUNTY PRESCHOOL	7,124.13
SVC - SERVICES	7,124.13
11883 - SUMMIT FIRE AND EMS AUTHORITY	36,883.18
SVC - SERVICES	36,883.18
11288 - SUMMIT SCHOOL DISTRICT RE-1	18,420.00
GOVT - GOVERNMENT AGENCY	18,420.00

11352 - TIGER NATURAL GAS, INC.	10,168.04
SUPP - SUPPLIES	10,168.04
11356 - TIMBERLINE LEARNING CENTER	16,478.84
SVC - SERVICES	16,478.84
11366 - TOWN OF BLUE RIVER	24,302.25
GOVT - GOVERNMENT AGENCY	24,302.25
11367 - TOWN OF BRECKENRIDGE	700,000.00
GOVT - GOVERNMENT AGENCY	700,000.00
11405 - UPPER BLUE SANITATION	774.54
SVC - SERVICES	774.54
11405 - UPPER BLUE SANITATION ASAP PAYMENT	1,394.64
SVC - SERVICES	1,394.64
11447 - WATER EDUCATION COLORADO	500.00
SVC - SERVICES	500.00
20 - ROAD & BRIDGE FUND	19,858.54
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10101 - APWA	1,050.00
DUES - DUES	1,050.00
11713 - AUTO TRUCK GROUP	162.60
SVC - SERVICES	162.60
10226 - CARTEGRAPH SYSTEMS INC	16,026.40
SUPP - SUPPLIES	16,026.40
10247 - CENTURYLINK	4.15
SVC - SERVICES	4.15
10301 - COLORADO ASPHALT PAVEMENT ASSOC.	500.00
SVC - SERVICES	500.00
10559 - FRISCO SANITATION DISTRICT	346.58
SVC - SERVICES	346.58
12200 - MERRITT TRAILERS, INC.	366.32
SUPP - SUPPLIES	366.32
10975 - O. J. WATSON COMPANY, INC.	187.39
SUPP - SUPPLIES	187.39
11043 - PROFESSIONAL COMPLIANCE & TESTING	14.67
SVC - SERVICES	14.67
11352 - TIGER NATURAL GAS, INC.	1,200.43
SUPP - SUPPLIES	1,200.43
21 - TRANSIT FUND	7,876.43
<hr/>	
10247 - CENTURYLINK	94.27
SVC - SERVICES	94.27
10267 - CINTAS CORPORATION	116.13
SUPP - SUPPLIES	116.13
10276 - CIVIL INSIGHT, LLC	3,220.00
SVC - SERVICES	3,220.00
10481 - ECO TRANSIT	600.00
SVC - SERVICES	600.00
10655 - INFINITY CERTIFIED WELDING & FABRIC	444.93
SUPP - SUPPLIES	444.93
11708 - JAKHONGIR YULDASHEV	100.00

EE - EMPLOYEE REIMB	100.00
12132 - MOUNTAINSIDES CONDO ASSOCIATION	294.00
SVC - SERVICES	294.00
11043 - PROFESSIONAL COMPLIANCE & TESTING	44.00
SVC - SERVICES	44.00
11113 - ROCKY MOUNTAIN COFFEE ROASTERS	87.50
SUPP - SUPPLIES	87.50
11352 - TIGER NATURAL GAS, INC.	2,875.60
SUPP - SUPPLIES	2,875.60
24 - 2010 FUND	3,456.00
11366 - TOWN OF BLUE RIVER	3,456.00
GOVT - GOVERNMENT AGENCY	3,456.00
26 - COMMUNICATIONS CENTER FUND	5,435.00
10970 - NOTEPAGE INC.	395.00
SUPP - SUPPLIES	395.00
11320 - TEAMSUPPORT LLC	5,040.00
EE - EMPLOYEE REIMB	5,040.00
32 - LEGACY OPERATIONS FUND	19,597.08
11276 - SUMMIT COUNTY MEDICAL OFFICE	19,597.08
SVC - SERVICES	19,597.08
33 - LIBRARY FUND	3,466.61
10247 - CENTURYLINK	173.66
SVC - SERVICES	173.66
10417 - CUSTOMINK LLC	210.00
SUPP - SUPPLIES	210.00
10496 - EMORE INC	900.00
SUPP - SUPPLIES	900.00
10559 - FRISCO SANITATION DISTRICT	494.47
SVC - SERVICES	494.47
10851 - MARMOT LIBRARY NETWORK INC	333.33
SVC - SERVICES	333.33
10891 - MIDWEST TAPE	-39.73
SUPP - SUPPLIES	-39.73
11067 - QUILL.COM	67.63
SUPP - SUPPLIES	67.63
11352 - TIGER NATURAL GAS, INC.	1,327.25
SUPP - SUPPLIES	1,327.25
36 - SOCIAL SERVICES FUND	581.83
12526 - MELISSA THOMPSON	581.83
- UNKNOWN	581.83
70 - AMBULANCE FUND	300.85
11352 - TIGER NATURAL GAS, INC.	300.85
SUPP - SUPPLIES	300.85
71 - SNAKE RIVER SEWER FUND	1,837.23
10025 - ACZ LABORATORIES	340.20
SUPP - SUPPLIES	340.20
10247 - CENTURYLINK	1,256.48

SVC - SERVICES	1,256.48
11043 - PROFESSIONAL COMPLIANCE & TESTING	14.66
SVC - SERVICES	14.66
11478 - XCEL	225.89
SVC - SERVICES	225.89
72 - SOLID WASTE FUND	73.55
10247 - CENTURYLINK	58.88
SVC - SERVICES	58.88
11043 - PROFESSIONAL COMPLIANCE & TESTING	14.67
SVC - SERVICES	14.67
80 - FLEET MAINTENANCE FUND	19,169.58
10559 - FRISCO SANITATION DISTRICT	469.35
SVC - SERVICES	469.35
10601 - GRAINGER	125.87
SUPP - SUPPLIES	125.87
10842 - MANSFIELD OIL COMPANY	15,084.37
SUPP - SUPPLIES	15,084.37
11352 - TIGER NATURAL GAS, INC.	3,489.99
SUPP - SUPPLIES	3,489.99
81 - GROUP INSURANCE FUND	115,798.93
10478 - EBMS	115,798.93
SVC - SERVICES	115,798.93
90 - FLEXIBLE SPENDING FUND	6,222.01
10478 - EBMS	6,222.01
SVC - SERVICES	6,222.01
98 - PUBLIC TRUSTEE FUND	2,798.30
1023 - COLORADO MOUNTAIN NEWS ME	2,798.30
- UNKNOWN	2,798.30
99 - TREASURER'S FUND	53,692.40
1003 - ANTHONY CHRIS SNOW	3,256.85
- UNKNOWN	3,256.85
1234 - CHARLES SANTAULARIA	2,753.43
- UNKNOWN	2,753.43
90410 - CLERK ONE TIME	15.00
SUPP - SUPPLIES	15.00
1202 - GOVERNMENT TECHNOLOGY SYSTEMS LLC	90.00
- UNKNOWN	90.00
1194 - GUARDIAN TAX CO LLC	28,647.06
- UNKNOWN	28,647.06
1243 - KRISTIN BROWNSON	5,563.78
- UNKNOWN	5,563.78
1168 - ROMAN NOWAKIWSKY	6,772.98
- UNKNOWN	6,772.98
1098 - STEWART TITLE	50.00
- UNKNOWN	50.00
11367 - TOWN OF BRECKENRIDGE	821.51
GOVT - GOVERNMENT AGENCY	821.51

90810 - TREASURER ONE TIME

5,721.79

SUPP - SUPPLIES

5,721.79

Grand Total

1,379,109.97



OPEN SPACE & TRAILS DEPARTMENT

970.668.4060 ph | 970.668.4225 f
www.SummitCountyCO.gov

0037 Peak One Dr. | PO Box 5660
Frisco, CO 80443

STAFF REPORT

TO: Board of County Commissioners
FROM: Katherine King, Senior Resource Specialist
FOR: January 28, 2020 Consent Agenda
REQUEST: Approval to acquire a 50% interest in the Iron, Crown Point, Smuggler and Silent Friend Lodes
(‘Smuggler’ Claims, Upper Blue)

Both the OSAC and BOSAC unanimously recommended the County and Town acquire the Smuggler mining claims at their recent meetings. The Breckenridge Town Council also approved the purchase, and the Town closed on the claims on January 15th. They are now requesting that the County purchase a 50% interest in the claims for \$245,000.

Schedule No. 6514206: Smuggler and Silent Friend Claims, MS# 6335 and Schedule No. 6514207: Iron and Crown Point Claims MS#19905. 20.47 acres total. Owner: Matt Casey (Fox Run - Lot 5 LLC)

BACKGROUND: Open Space staff from both the Town and County have been working to acquire these mining claims for many years. The property has been a high priority for both Open Space Programs due to its location along one of the primary access routes into the Golden Horseshoe trail network. Both the sets of mining claims are zoned backcountry, and could each have a home built on them with accessory structures and improved road access. Past negotiations have not been fruitful due to vast differences in opinion of value. Recently the owner again reached out to the County, as he was in the process of trying to negotiate a land trade deal on the Front Range for these parcels, and said that if we were still interested, “now was the time” to make him a reasonable offer.

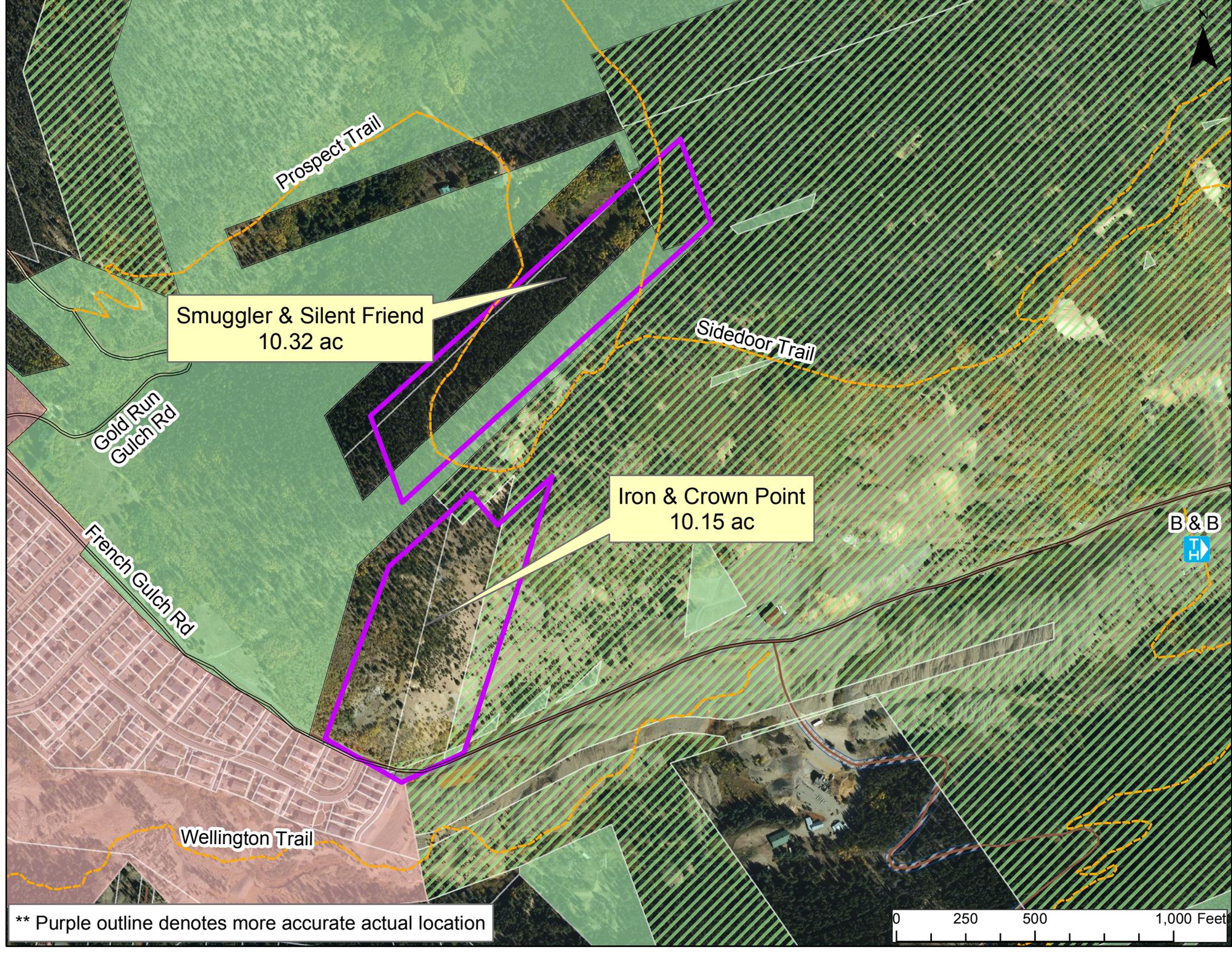
Due to the acquisition being a higher priority for Breckenridge, and the owner not having as much history with Town staff, the Town took the lead on the negotiations. At the request of the seller, they closed on the property January 15th for \$490,000 plus closing costs. At their January 8th meeting, OSAC recommended the County contribute half of that purchase price to become joint owners in the property, which will be contiguous with existing Town/County Open Space lands.

OPEN SPACE VALUES: On Prospect Hill across from the Wellington neighborhood, these claims cross Prospect Trail and are forested with steep slopes and a small pocket wetland.

- Recreational/Access - Prospect Trail off of Gold Run Gulch Road is a highly used access into the French Gulch trail system, particularly by residents of the French Creek and Wellington neighborhoods. Alteration or loss of this access would have significant recreational impacts.
- Extensions: The property is surrounded by National Forest Lands and County/Town Open Space lands.
- View corridors - The Iron and Crown Point claims are directly above the Wellington neighborhood, and development on them would be seen throughout French Gulch and other points in Town.
- Unique lands: The Smuggler and Silent Friend claims have a seep and small wetland complex.

STAFF RECOMMENDATION/REQUEST: Staff concurs with OSAC’s recommendation to pursue acquisition of the Smuggler mining claims at a cost to the acquisition fund of approximately \$245,000. Staff requests BOCC approval to purchase a 50% interest in the claims for the Town of Breckenridge in February, 2020.

Cc: Scott Vargo, Bentley Henderson, Jeff Huntley, Jim Curnutte



Smuggler & Silent Friend
10.32 ac

Iron & Crown Point
10.15 ac

Prospect Trail

Sidedoor Trail

Gold Run
Gulch Rd

French Gulch Rd

Wellington Trail

B&B
TH

** Purple outline denotes more accurate actual location

0 250 500 1,000 Feet



OPEN SPACE & TRAILS DEPARTMENT

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0037 Peak One Dr. | PO Box 5660
Frisco, CO 80443

STAFF REPORT

TO: Board of County Commissioners
FROM: Katherine King, Senior Resource Specialist
FOR: January 28, 2020 Consent Agenda
REQUEST: Approval to proceed with sale of Continental Divide National Scenic Trail (CDNST) claims to the US Forest Service

BACKGROUND:

Summit County has made a concerted effort to acquire privately-owned mining claims along the Continental Divide Scenic Trail (CDNST) in the Snake River Basin backcountry. After the initial purchase of a few claims along the trail corridor, US Forest Service staff expressed an interest in seeing the rest of the claims be protected, so that public access to the trail could be preserved in perpetuity. Because the County is sometimes able to act on purchases more quickly than the USFS, the Open Space Program acquired most of the necessary claims between 2009 and 2013, with the goal of transferring them to the USFS when funding became available. The large majority of the Continental Divide Trail is on USFS lands, and is maintained by the USFS.

In Fiscal Year 2019, Land and Water Conservation Fund monies for critical inholdings and critical recreational access parcels were set aside for the USFS Dillon Ranger District to acquire the CDNST claims. The funds have been earmarked in Washington for the CDNST parcels, and upon approval from the BOCC, will be released to the regional office. A recently completed appraisal of the claims valued them at \$276,500, which is slightly above the TDR value of the claims (\$216,825).

Jeff Huntley did some research to address general staff concerns regarding the potential for mineral exploration on lands conveyed to the federal government. Legal consensus seems to indicate that parcels sold back to the federal government are not subject to mineral location, barring additional action by Congress or the administration. Recent changes to federal law have also made a clear distinction between public domain lands and 'acquired lands' (such as these). Acquired lands are not part of the public domain, and only public domain lands are subject to mineral location under the 1872 Mining Law.

STAFF RECOMMENDATION :

Sale of the parcels to the USFS will facilitate seamless management, and accomplish a long-term goal to preserve public access to the parcels. It will also generate funds for Summit County to acquire additional open space lands.

Staff recommends that the Board of County Commissioners authorize proceeding with the sale of the claims, as indicated in the attached letter for signature. The USFS will also need a copy of the meeting minutes reflecting the discussion and approval.

Cc: Scott Vargo, Bentley Henderson, Jeff Huntley, Jim Curnutte



BOARD OF COUNTY COMMISSIONERS

970.453.3402 ph | 970.453.3535 f 208 East Lincoln Ave. | PO
Box 68

January 28, 2020

William F. Jackson, District Ranger
Dillon Ranger District
United States Forest Service
PO Box 620
Silverthorne, CO 80498

Dear Bill,

I am writing in regards to the Dillon Ranger District's proposal to purchase lands owned by Summit County Government using Land and Water Conservation Funding for Critical Inholdings and Recreational Access. For many years, the County has worked diligently to purchase the privately-owned mining claims along the Continental Divide National Scenic Trail (CDNST), so that access to the trail and open space values of the Snake River Basin backcountry could be protected. The County believes that the sale of the claims to the USFS will facilitate seamless land and recreation management, protect public access in perpetuity, and help to further joint efforts to protect open space in Summit County.

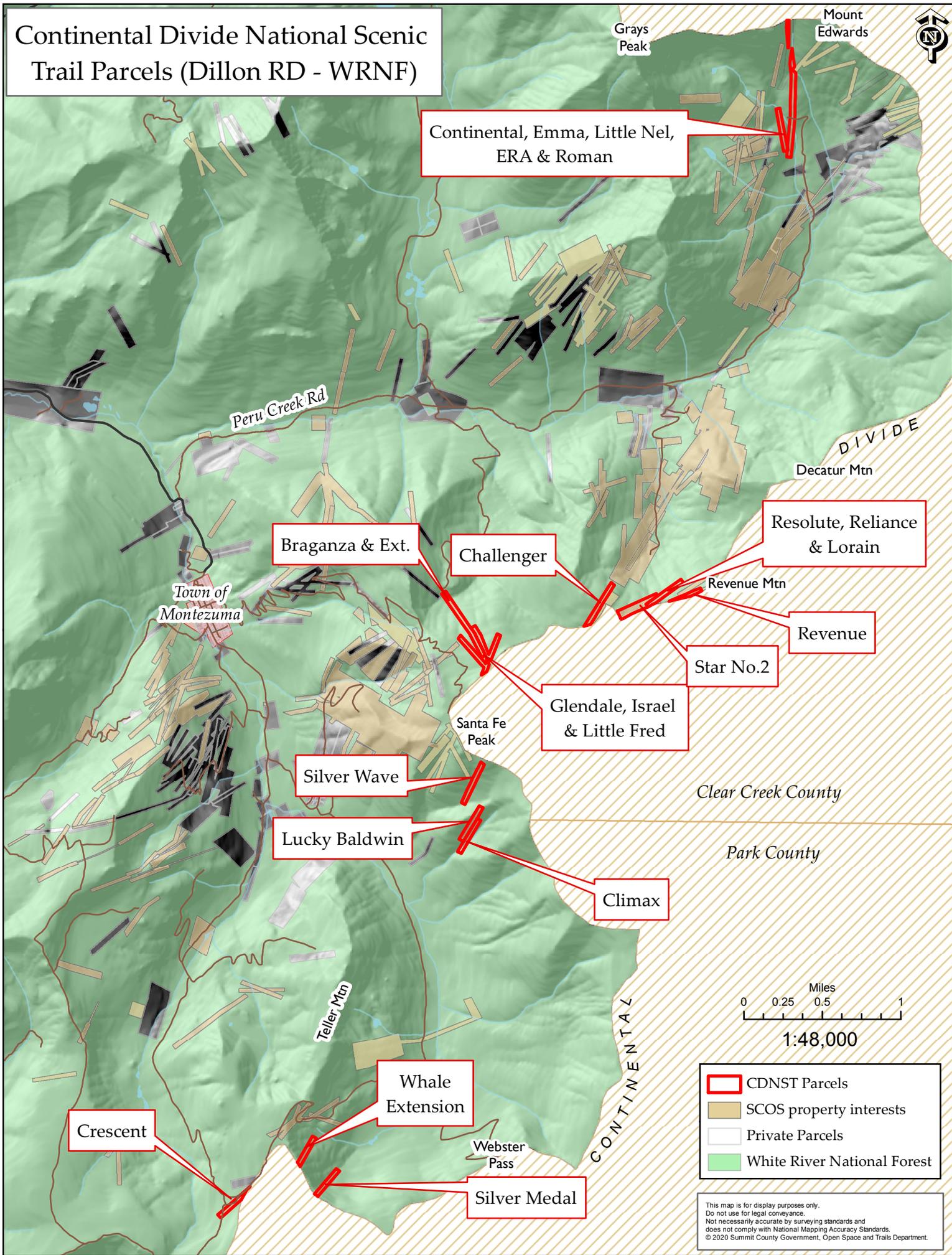
The Board of County Commissioners has reviewed the appraisal and is in concurrence with the proposed valuation of \$276,500 for the 119.599 acre Continental Divide National Scenic Trail (CDNST) claims. Summit County is ready to proceed with the sale of the claims to the United States Forest Service at that value.

Please reference the attached agenda and minutes as the official record of our discussion. Summit County appreciates the opportunity to collaborate to protect this important public resource.

Best regards,

Karn Stiegelmeier
Chair, Summit County Board of County Commissioners

Continental Divide National Scenic Trail Parcels (Dillon RD - WRNF)



Continental, Emma, Little Nel,
ERA & Roman

Braganza & Ext.

Challenger

Resolute, Reliance
& Lorain

Town of
Montezuma

Revenue Mtn

Revenue

Star No.2

Glendale, Israel
& Little Fred

Santa Fe
Peak

Silver Wave

Clear Creek County

Lucky Baldwin

Park County

Climax



Crescent

Whale
Extension

Teller Mtn

Webster
Pass

Silver Medal

- CDNST Parcels
- SCOS property interests
- Private Parcels
- White River National Forest

This map is for display purposes only.
Do not use for legal conveyance.
Not necessarily accurate by surveying standards and
does not comply with National Mapping Accuracy Standards.
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USDA Forest Service		FS-5400-0036 v(06/17)	
OPTION CONTRACT FOR THE PURCHASE OF AN INTEREST IN REAL PROPERTY (REFERENCE FSH 5409.13)		VENDOR:	
AUTHORITY: 7 U.S.C. § 428a		UNIT:	TRACT #:

THIS OPTION CONTRACT (“Option”) is made this _____ day of _____, 20____, by and between:

(“Vendor”), and the **UNITED STATES OF AMERICA** and its assigns (“United States”), by and through the Secretary of Agriculture (“Secretary”) (collectively, “Parties”). The acquiring Federal agency is the Forest Service. Reference herein to the Secretary includes all Forest Service employees acting under delegated authority.

FOR AND IN CONSIDERATION OF one dollar (\$1.00) paid by the United States to the Vendor, the receipt of which is acknowledged, and for other good and valuable consideration, the Vendor hereby offers and agrees to sell to the United States the lands and interests in lands herein described (“Property”) subject to the terms and conditions set forth below.

I. The Property

A. The Property that is the subject of this Option is more fully described in Appendix A. The Property shall include all associated improvements, appurtenances, rights-of-way, waters, and water rights, minerals, oil, gas, and geothermal resources, except as specifically excluded in Appendix A.

B. The precise acreage and legal description of the Property may be ascertained by a survey or other method deemed adequate by the Secretary. The Secretary may approve an existing survey of the Property if the existing survey is done in conformity with accepted survey standards and state and local requirements, or the Secretary or the Secretary’s authorized agents may enter upon the Property to conduct a survey. A survey made by and at the expense of the United States shall be the property of the United States. In states utilizing the public land survey system, all surveys shall be in accord with the horizontal measurements made by the United States in the survey of public lands, or by reference to the records of the Bureau of Land Management, or both.

II. Option and Purchase Price

A. By law, the consideration for this Option is limited to one dollar (7 U.S.C. § 428a(b)).

1 B. If the United States elects to acquire the Property pursuant to and during the term of
2 this Option, the Vendor agrees to sell the Property to the United States for the purchase price of
3 \$ _____.
4

5 C. The purchase price has been determined by [SELECT ONE]:
6

7 [] an appraisal prepared in conformity with the Uniform Appraisal Standards for
8 Federal Land Acquisitions, and reviewed and approved by the Forest Service. Reappraisal shall
9 not be required during the Option Period (defined in Section III, below) solely due to the passage
10 of time required for the Secretary to conduct the necessary reviews and obtain approvals as set
11 forth in this Option.
12

13 **OR**
14

15 [] an estimate of value without an appraisal, because the valuation problem is
16 uncomplicated and meets Forest Service guidelines for an appraisal waiver.
17
18

19 **III. Option Period and Exercise of this Option by the United States** 20

21 A. The Secretary, acting by and through an authorized representative of the Forest
22 Service, shall have until _____ to exercise this Option (“Option Period”). The
23 exercise of this Option by the Secretary shall be evidenced by the signature of such authorized
24 representative, dated on or before the end of the Option Period, in the Exercise of Option section
25 below.
26

27 B. Upon exercise of the Option, the Secretary shall deliver the executed Option to
28 Vendor by first class mail or other delivery mechanism at the discretion of the Secretary.
29

30 C. The operative date for exercise of this Option by the Secretary shall be the date on
31 which the Exercise of Option section below is signed by the Secretary, not the date of receipt of
32 the executed Option by the Vendor. Delivery of the executed Option after the Option Period shall
33 not invalidate the contract.
34

35 D. Within 10 business days of receiving the executed Option, Vendor shall provide the
36 Secretary with written acknowledgment of receipt.
37

38 E. The terms and conditions of this Option shall remain in effect during the Option
39 Period except by mutual written agreement by the Parties to amend or terminate the Option. If
40 the United States does not elect to acquire the Property on or before the end of the Option Period,
41 then this Option shall terminate, and any rights or interests of the Parties under this Option shall
42 be of no force and effect, unless both Parties agree in writing to an extension.
43

44 F. In the event that Vendor offers to donate or exchange all or a portion of the Property
45 to the United States and the Secretary accepts, Appendix A of this Option shall be amended in
46 writing to delete the donated or exchanged portion(s), and the purchase price in Section II.B,
47 above, shall be amended in writing, if approved by the Forest Service Review Appraiser, to
48 exclude the value of the donated or exchanged portion(s).

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IV. Congressional Oversight

Certain acquisitions under the Weeks Act of 1911, as amended, are subject to congressional oversight. In the event that any Senator or Member of Congress responds during the oversight period requesting more information or otherwise invokes congressional oversight procedures concerning this proposed acquisition, the Option Period shall be extended for such reasonable period as to accommodate congressional requests or procedures.

V. Rights of Entry of the United States

A. During the Option Period, and after the Option is exercised by the Secretary, officers and authorized agents of the United States shall have the right to reasonable access to the Property for any purpose deemed necessary or desirable by the Secretary to determine suitability for purchase or to facilitate acquisition, including but not limited to: inspection of the land and facilities; appraisal; survey; timber cruise; wildlife inventory; and investigation for environmental contamination, including the right to take samples for off-site examination and testing.

B. The Secretary shall provide the Vendor with reasonable advance notice of entry onto the Property pursuant to Subsection V.A. It is the responsibility of the Vendor to notify any occupants or tenants on the Property of such entry.

VI. Management Responsibilities of the Vendor

A. The Vendor agrees not to do or allow others to do any act by which the value or title to the Property may be diminished or encumbered, including but not limited to extraction of oil, gas, minerals, or mineral materials, harvesting or cutting of timber, or any other removal of renewable or nonrenewable resources, or the removal or demolition of improvements, or building of roads, except as expressly provided in this Option.

B. In the event of any violation of Subsection VI.A, the Secretary may void this Option or may require an equitable adjustment of the purchase price including damages for any added administrative costs, or require other forms of restitution. The equitable adjustment may be based on a reappraisal of the property, a cruise of timber, or other method of ascertaining the remaining value of the property or the value of the resources removed or diminished.

VII. Liabilities and Risk of Loss

A. The risk of loss or damage to the Property occurring prior to the vesting of satisfactory title in the United States including loss or damage by fire or acts of God, shall be borne by the Vendor. In the event of such a loss, the Secretary may, at the Secretary's discretion and without liability, withdraw from the transaction and terminate this Option, including after it has been exercised, prior to the vesting of satisfactory title in the United States.

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B. In the event of loss or damage to the Property prior to the vesting of satisfactory title in the United States, the Parties may mutually agree in writing to adjust the purchase price and proceed with the transaction based upon appraisal or other mutually acceptable valuation methodologies.

C. The United States' liability for tort claims that may arise by reason of this instrument or any activity conducted pursuant to this instrument shall be governed by the Federal Tort Claims Act, as amended (28 U.S.C. §§ 2671-2680).

D. The United States shall not be liable to the Vendor for any loss, damages, lost rent, temporary takings, or other cause of action in the event that this Option is not exercised during the Option Period, nor on any portion(s) of the Property which is/are not acquired by the United States for any reason.

VIII. Title

A. If the Secretary elects to exercise this Option during the Option Period, the Vendor shall deliver, without cost to the United States, all available documents as may be necessary or desirable for title review of the Property by the Secretary, including any abstract or certificate of title relating to the Property. Such documents shall be returned upon request of the Vendor if the purchase is not consummated.

B. Unless the Parties mutually agree otherwise in writing, the Secretary shall, at the cost of the United States, secure an abstract, certificate of title, or other evidence of title satisfactory to the United States Department of Agriculture Office of the General Counsel ("OGC"), as authorized by the Attorney General of the United States. Only those exceptions to title shown in Appendix B or otherwise deemed administratively acceptable by the Secretary pursuant to instructions given by OGC shall be acceptable to the United States.

C. Prior to closing, title to the Property shall be submitted to OGC for approval, in conformity with the title standards and regulations of the Attorney General of the United States.

D. Prior to closing, any encumbrance, exception or other cloud on the title shall be eliminated and quieted, unless listed in Appendix B or otherwise deemed administratively acceptable by the Secretary pursuant to instructions given by OGC.

IX. Conveyance Instruments

A. The Vendor shall execute and deliver at closing a warranty deed conveying the Property to the "United States of America and its assigns," subject to the exceptions listed on Appendix B or otherwise deemed administratively acceptable by the Secretary pursuant to instructions given by OGC. Conveyance of the Property with less than general warranty, such as special warranty or quitclaim, is unacceptable unless authorized in writing by the Secretary upon OGC approval and in conformity with the title standards and regulations of the Attorney General of the United States.

145
146 B. The Vendor shall deliver at closing, without cost to the United States, such other
147 documents as are required to convey good and merchantable title, including powers of attorney,
148 corporate resolutions, trust documents, and similar instruments.

149
150 C. Unless otherwise agreed to herein, the deed or deeds of conveyance shall be prepared
151 by the Secretary at the expense of the United States.

152
153
X. Reserved Rights

154
155
156 A. No rights in the Property shall be reserved in any conveyance to the United States
157 pursuant to this Option except as expressly agreed upon herein.

158
159 B. Any reservations of rights in the Property must be acceptable to the Secretary, and
160 shall be subject to rules and regulations required for the protection of National Forest System
161 lands and resources, including but not limited to, conditions, rules and regulations governing:

- 162
163 1. The exercise of reserved timber rights (36 C.F.R. § 251.14);
164 2. The exercise of reserved mineral rights (36 C.F.R. § 251.15);
165 3. Reserved occupancies (36 C.F.R. § 251.17);
166 4. Reserved rights-of-way (36 C.F.R. § 251.18);
167 5. Reserved water rights (36 C.F.R. § 251.19).

168
169
XI. Closing

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171
172 A. After exercise of the Option, the Secretary shall have a reasonable time to close the
173 acquisition. A reasonable time shall include that period necessary to complete required pre-
174 closing activities and inspections, including title review and all appropriate inquiries pursuant to
175 sections 101(35)(B)(ii) and (iii) of the Comprehensive Environmental Response, Compensation,
176 and Liability Act (42 U.S.C. §§ 9601(35)(B)(ii) & (iii)).

177
178 B. The Vendor shall pay any taxes which constitute a lien against the Property and shall
179 eliminate or quiet any encumbrance, exception or other cloud on the title that has not been listed
180 in Appendix B or otherwise deemed administratively acceptable by the Secretary pursuant to
181 instructions from OGC.

182
183 C. If the Vendor fails to take the actions set forth in Subsection XI.B, above, the
184 Secretary may pay any taxes that constitute a lien against the Property and may satisfy any such
185 encumbrance, exception or other cloud on the title. Any amounts thus expended shall be
186 deducted from the purchase price of the Property.

187
188 D. The services of an escrow agent acceptable to both Parties may be utilized in the
189 closing of the acquisition. In such event, the Parties shall mutually agree upon closing
190 instructions to the escrow agent. The fee of the escrow agent shall be paid as follows: _____.

191

192 E. The Parties may, by mutual written agreement, provide for particular payment
193 mechanisms, including but not limited to electronic funds transfer, in the closing instructions.
194

195
196 **XII. Costs**

197
198 A. Each party shall pay their own attorney's fees and charges.
199

200 B. The Vendor shall pay:

- 201
202 1. Any grantor's taxes and tax stamps, as well as any real property taxes or
203 assessments owed on the Property up to and including the date of closing;
204 and
205
206 2. The costs of the measures required under the Environmental Quality
207 Provisions in Section XIV, below.
208

209 C. The Secretary shall pay the costs of recording deeds and other instruments necessary
210 for good title.
211

212 D. If requested by the Vendor, the Secretary shall reimburse the Vendor for the
213 following expenses the Vendor necessarily incurred for:
214

- 215 1. Recording fees, transfer taxes, documentary stamps, boundary surveys,
216 legal descriptions of the real property, and similar expenses incident to
217 conveying the real property to the United States (see 49 C.F.R. §
218 24.106(a)(1)),
219
220 2. Penalty costs and other charges for prepayment of any preexisting
221 recorded mortgage entered into in good faith encumbering the real
222 property (see 49 C.F.R. § 24.106(a)(2)), and/or
223
224 3. The pro rata portion of any prepaid real property taxes which are allocable
225 to the period after the United States obtains title to the property or
226 effective possession of it, whichever is earlier (see 49 C.F.R. §
227 24.106(a)(3)).
228

229 E. The Secretary shall not pay costs required for the Vendor to perfect the title to the
230 Property except as set forth in Subsection XI.C, above.
231

232 F. No other costs shall be borne by the Secretary except as expressly stated in this
233 Option.
234

235
236 **XIII. Remedies of the United States**

237
238 A. If the Vendor cannot convey satisfactory title to the Property, or the Vendor otherwise
239 fails to perform, the Secretary may seek specific performance of this Option or acquire the

240 Property by condemnation. In the event that the Secretary seeks legal remedies to compel
241 conveyance, the payment of consideration shall be as agreed to herein. This Option instrument
242 may be introduced in such proceedings as the stipulation of the Parties hereto with regard to all
243 matters contained herein. In the event the Secretary resorts to judicial proceedings to enforce its
244 rights under this Option, the Secretary shall be entitled to collect damages resulting from
245 Vendor's breach including attorneys' fees. Attorneys' fees shall be calculated at commercial
246 rates prevailing in the area.

247
248 B. The Secretary may at any time record this Option in the land records of the county or
249 jurisdiction where the Property is located.

250
251 C. The United States shall not be liable for any damages or for specific performance in
252 the event that it does not acquire all or part of the Property for any reason.

253 254 255 **XIV. Environmental Quality Provisions**

256
257 A. The Vendor agrees to inspect the Property for the presence of hazardous substances,
258 pollutants and contaminants, and oil. The Vendor shall provide documentation of the results of
259 such inspection, and certify that to the best of Vendor's knowledge there are no releases,
260 threatened releases, disposal or storage of hazardous substances, pollutants, contaminants, or oil
261 on the Property. For purposes of this Option, "hazardous substance", "pollutant or contaminant"
262 and "release" are as defined at 42 U.S.C. §§ 9601(14), (33) and (22), respectively. For purposes
263 of this Option, "oil" is as defined at 33 U.S.C. § 2701(23).

264
265 B. The Vendor shall comply with the "all appropriate inquiries" ("AAI") regulations of
266 the Environmental Protection Agency at 40 C.F.R. Part 312, throughout the Option period. The
267 Secretary may conduct and/or update appropriate environmental due diligence by performing
268 additional AAI, throughout the Option period. The Secretary may complete such AAI in
269 accordance with prescribed industry standards including the procedures of ASTM International
270 Standard E1527-13 entitled "Standard Practice for Environmental Site Assessments: Phase I
271 Environmental Site Assessment Process," and ASTM International Standard E2247-08 entitled
272 "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment
273 Process for Forestland or Rural Property." If any Recognized Environmental Conditions
274 ("RECs") are identified by the Phase I, the Secretary may conduct a Phase II Environmental Site
275 Assessment consistent with ASTM International Standard E1903-11. The estimated cost of
276 remediation of any contamination will be established by the Secretary. In the event the
277 regulations or industry standards referred to herein are updated, this paragraph shall be deemed
278 to refer to the latest version.

279
280 C. If, prior to vesting of title in the United States, previously unknown contamination is
281 discovered on the Property, including but not limited to contamination resulting from solid
282 wastes, hazardous wastes or substances, pollutants or contaminants, oil, or other regulated
283 substances, or that the Property is in a condition which would constitute a violation of any
284 applicable federal, state or local law or regulation relating to the protection of health, safety, or
285 the environment, the Secretary may, at the Secretary's sole election and without incurring any
286 liabilities or obligations therefrom:

287

- 288 1.) Unilaterally revoke any Exercise of Option by the Secretary with respect
289 to the Property,
290
291 2.) Permit the Vendor to remediate the contamination at the Vendor's
292 expense, if the Vendor elects to do so,
293
294 3.) Escrow an amount of the purchase price that is estimated to be necessary
295 for environmental remediation of the contamination, to be used by the
296 Secretary for such purpose, and/or
297
298 4.) If the parties mutually agree in writing, adjust the acreage and description
299 of the Property to exclude from the conveyance those portions of the
300 Property which are affected by any discovered contamination condition.
301 The consideration to be given by the United States as set forth under this
302 Option shall be adjusted to exclude the contributory value(s) of the
303 excluded portion(s) of the Property.
304

305 D. The Parties may mutually agree in writing to extend the Option Period to allow the
306 Vendor to complete remediation of contamination and for the Secretary to determine the
307 acceptability of remediation measures.
308

309 E. If the Secretary elects to exercise this Option, the Vendor shall clean up and remove
310 all solid waste in or on the Property at Vendor's expense. For purposes of this provision, "solid
311 waste" is as defined at 42 U.S.C. § 6903(27), and may also include inorganic debris, tires,
312 vehicle bodies, fences, trash dumps, hunter shelters, etc. Solid waste cleanup and removal shall
313 be completed according to a timeline deemed reasonable by the Secretary. The Secretary shall
314 determine whether the cleanup and removal are acceptable as a condition precedent to closing.
315

316 **XV. Indemnification**

317
318
319 The Vendor agrees to indemnify the United States for all costs and damages necessary to
320 remedy any contamination on the Property and bring the Property into compliance with all
321 applicable health, safety and environmental laws.
322

323 [NOTE 1: If Vendor has acquired title to the Property at the written request of the United States,
324 Vendor may agree to indemnify the United States only for contamination or violation which
325 occurred during the time Vendor had title to the Property, and which is not attributable to actions
326 of the United States.]
327

328 [NOTE 2: If the AAI indicates no releases, threatened releases, disposal or storage of hazardous
329 substances, pollutants, contaminants or oil on the Property, indemnification of the United States
330 may be waived by approval of the Regional Forester after consultation with OGC.]
331

332 **XVI. Relocation Benefits**

333
334

335 Vendor acknowledges that the Vendor is not a displaced person and does not claim any
336 relocation benefits as a result of this acquisition by the United States (see 49 C.F.R. Part 24).
337 Unless otherwise indicated in Section XVIII, Special Provisions, the Vendor acknowledges that
338 acquisition of the Property by the United States does not displace any person as defined at 49
339 C.F.R. Part 24.

340
341
342 **XVII. General Provisions**

343
344 A. No Member of Congress, Delegate to Congress, or Resident Commissioner, after
345 their election or appointment, either before or after they have qualified, and during their
346 continuance in office, shall be admitted to any share or part of this agreement, or to any benefit
347 to arise thereupon (41 U.S.C. § 6306). Nothing in this provision shall be construed to extend to
348 any incorporated company, where this agreement is made for the general benefit of such
349 corporation or company.

350
351 B. All representations, warranties, obligations and rights set forth herein shall survive the
352 closing and shall not merge with the deed.

353
354 C. All terms and conditions with respect to this Option are expressly contained herein
355 and the Vendor agrees that no representative or agent of the United States has made any
356 representation or promise with respect to this Option not expressly contained herein.

357
358 D. The Secretary may assign any and all rights of the United States under this Option to
359 any other party.

360
361 E. This Option is conditioned on funds being appropriated or made available to the
362 Secretary for the purchase of the Property. Federal funds are subject to congressional
363 appropriations and other funding conditions and approvals.

364
365
366 **XVIII. Special Provisions**

367
368 **XIX. Notices**

369 A. Written notices shall be communicated to the Vendor at the following address:
370
371

372
373 B. Written notices shall be communicated to the United States at the following
374 address:
375

376
377
378
379
380
381

382 **IN WITNESS WHEREOF**, the Vendor has executed this Option Contract on this ____ day of
383 _____, 20____.

384
385 **VENDOR**

386
387
388 By _____

389
390
391 Title _____

392
393
394
395
396

397 **EXERCISE OF OPTION:**

398
399 The offer of the Vendor as contained in this Option is hereby accepted for and on behalf of the
400 United States of America.

401
402
403 **UNITED STATES OF AMERICA**
404 **SECRETARY OF AGRICULTURE**

405
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408 By _____

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411 Title _____

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**APPENDIX A
PROPERTY DESCRIPTION**

The Property that is the subject of this Option is more fully described as follows:

**APPENDIX B
EXCEPTIONS TO TITLE**

The following exceptions to title to the Property have been deemed administratively acceptable by USDA's OGC:

LAND, WATERS, OR INTEREST IN LANDS OR WATERS PURCHASE OPTION

(REFERENCE: FSH 5409.12, CHAPTER 10)

VENDOR (NON-FEDERAL PARTY): Board of County Commissioners of Summit County, Colorado		
ACQUISITION AUTHORITY: Act of August 3, 1956	UNIT: White River NF	TRACT NUMBER: CDNST claims

THIS OPTION CONTRACT (hereafter "Option") is made by and between the following non-Federal party Board of County Commissioners of Summit County, Colorado, whose address is P.O. Box 68, Summit County Courthouse, Breckenridge, CO 80424, (hereafter "Vendor"), and the UNITED STATES OF AMERICA and its assigns, by and through the Secretary of Agriculture (hereafter "United States" or "Secretary"). The acquiring agency is the Forest Service. Reference herein to the Secretary incorporates and includes all Forest Service employees with delegated authority to act on behalf of the Secretary in realty transactions.

FOR AND IN CONSIDERATION OF One Dollar (\$1.00) paid by the United States to the Vendor, the receipt of which is hereby acknowledged, and for other good and valuable consideration, the Vendor agrees and offers to sell to the United States the lands or interests in lands herein described in accordance with the following terms and conditions:

I. The Property:

A. The Property, which is the subject of this Option (hereafter "Property"), is more fully described on Exhibit A, which is appended hereto. TOGETHER, with any and all associated improvements and appurtenances, including rights-of-way, waters, water rights, minerals, oil, gas, and geothermal resources.

B. If the acreage of the land herein described is to be ascertained by a cadastral survey, the Secretary may approve an existing cadastral survey of the Property if the cadastral survey is acceptable under Federal standards, or the Secretary may enter upon the Property to conduct a cadastral survey to be made by and at the expense of the United States. In states utilizing the public land survey system, all cadastral surveys shall be in accordance with the official records and methodologies of the Bureau of Land Management. For lands utilizing metes and bounds descriptions, all cadastral surveys shall be made to conform, as best possible, with all previous cadastral survey records both public and private. The Vendor and the United States may utilize a mutually acceptable survey done in conformity with accepted survey standards and state and local requirements.

II. Option and Purchase Price:

A. By law, the consideration for this Option is limited to one dollar (7 U.S.C. 428a (b)).

B. The purchase price for the Property is NINETY-FIVE THOUSAND AND NO/100 DOLLARS (\$95,000.00), such amount being payable to the Vendor at closing. When the services of an escrow agent are utilized for closing, the Vendor and the United States may, by mutual agreement, provide for other payment mechanisms in the closing instructions such as electronic funds transfer.

C. The purchase price for the Property is based on the following premises regarding the quantity of land to be conveyed (check a box):

- In gross, lump sum* – The purchase price is for the Property as described, and is not based on a per acre calculation. The purchase price will not be adjusted as a result of any subsequent survey.
- Per acre* – The purchase price is predicated on the value of the land per acre multiplied by the number of acres. For a purchase of the Property on a per acre basis, the Parties agree to adjust the purchase

price to conform with the final acreage as determined by survey provided that such adjustment in price is supported by an appraisal approved by the Forest Service.

D. The purchase price shall be supported by an appraisal prepared in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions. Except as may be specifically provided for herein, the Property shall not be subject to reappraisal due to the passage of time required to meet the substantive and procedural requirements set forth in this Option. Furthermore, an appraisal shall not be required if the Secretary determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data. See: 49 C.F.R. 24.102(c) (2).

III. Acceptance of the Vendor's Offer:

A. The Secretary, acting through the authorized representative of the Forest Service, shall have one year from the date the Vendor executes this Option to exercise it. The exercise of this Option shall be evidenced by the signature of an authorized representative at the indicated place below and dated within one year or such time as otherwise provided herein.

B. After the Secretary accepts the Vendor's offer by exercising this Option, the Option shall be delivered to the Vendor by first class mail or other delivery mechanism at the discretion of the Secretary.

C. The operative date for acceptance of the Vendor's offer by the Secretary shall be the date on which the Option is exercised, not the date of receipt of the Option by the Vendor. Delivery of the Option after one year from the date of the exercise of this Option shall not invalidate the contract.

IV. Congressional Oversight

A. If this acquisition is made under the authority of the Weeks Act of 1911 (as indicated at the top of this instrument), and if the amount of the purchase price is \$150,000 or more, this Option is subject to a 30-day Congressional oversight as required by section 17(b) of the National Forest Management Act (16 U.S.C. 521b), and the Secretary will provide notice of this proposed purchase for oversight within the option period. If the amount of the purchase price is \$250,000 or more, this Option will be subject to approval by the Under Secretary of Agriculture for Natural Resources and Environment in accordance with departmental policy and the Forest Service shall seek to secure such approval expeditiously.

B. In furtherance of any required oversight, the Vendor agrees to cooperate and provide any information required by the Under Secretary of Agriculture, and the appropriate committees of the Senate and the House of Representatives, including:

- (1) The location and size of the Property;
- (2) The purchase price and the criteria used in determining the purchase price;
- (3) The identity of the owners of the Property;
- (4) The assumption of relative costs between the Vendor and the Secretary;
- (5) The environmental condition of the Property.

C. If the 30-day oversight period is pending as of the one-year anniversary date of this Option, the Secretary shall have an additional 30 days to exercise this Option.

D. In the event that any Senator or Member of Congress responds during the oversight period requesting more information or otherwise invokes Congressional oversight procedures concerning this proposed purchase, the period by which the Secretary may exercise this Option shall be extended for such reasonable period as to accommodate Congressional requests or procedures.

V. Rights of Entry of the United States

A. The authorized representative of the United States may enter the property for the purposes of conducting an appraisal and determining an agency approved value.

B. During the option period, and after the Option is accepted by the Secretary, officers and authorized agents of the United States shall have, at all necessary and reasonable times, the right to enter upon the Property for any purpose related to determining its suitability for purchase, including: inspection of the land and facilities by government and elected officials and consultants; further appraisal; survey; timber cruise; wildlife inventory; investigation for environmental contamination, including the right to take samples for off site examination and testing; and any other activity deemed necessary or desirable by the Secretary to facilitate the acquisition of the Property.

C. The Vendor shall be given reasonable advance notice of entry onto the Property. After such reasonable notice, it is the responsibility of the Vendor to notify any tenants on the Property of such entry.

VI. Management Responsibilities of the Vendor

A. The Vendor agrees not to do or authorize others to do any act by which the value or title to the Property may be diminished or encumbered. Specifically, unless provided in this Option, there shall be no extraction of oil, gas, minerals, or mineral materials, and no harvesting or cutting of timber, or any other removal of renewable or nonrenewable resources, or the removal or demolition of improvements.

B. In the event of any unauthorized violation of paragraph VI-A, the Secretary may void this Option, or may require an equitable adjustment of the purchase price including damages for any added administrative costs, or require other forms of restitution. The equitable adjustment may be based on a reappraisal of the property, a cruise of timber, or other method of ascertaining the remaining value of the property or the value of the resources removed or diminished.

VII. Liabilities and Risk of Loss

A. The risk of loss or damage to the Property occurring prior to the vesting of satisfactory title in the United States shall be borne by the Vendor. In the event of such a loss, the Secretary may, at his discretion, without liability, withdraw from the transaction, and terminate this contract after the Option has been exercised and prior to the vesting of satisfactory title in the United States.

B. In the event of loss or damage to the Property prior to the vesting of satisfactory title in the United States, the parties may mutually agree to adjust the purchase price and proceed with the transaction, based upon appraisal or other acceptable valuation methodologies.

C. The United States shall be liable for claims that may arise by reason of this instrument or any activity conducted pursuant to this instrument to the extent that such claims are cognizable under the provision of Federal Tort Claims Act (28 U.S.C. 2671-2680, as amended).

D. The United States shall not be liable to the Vendor for any loss, damages, lost rent, temporary taking, or other cause of action in the event that this Option is not exercised during the option period.

VIII. Title

A. The United States shall, at its cost, secure an abstract, certificate of title, or other evidence of title satisfactory to the Attorney General of the United States. (49 CFR 24.106; 40 U.S.C. 3111)

B. At closing, the title to the Property shall be approved by the Department of Agriculture, Office of the General Counsel, in conformity with the title standards and regulations of the Attorney General of the United States.

C. Prior to closing, any encumbrance, exception or other cloud on the title including encroachments shall be eliminated and quieted, unless deemed administratively acceptable by the Secretary pursuant to instructions given by the Office of the General Counsel.

D. The Vendor shall deliver, without cost to the United States, such documents in Vendor's possession as may be required, including any abstract or certificate of title relating to the land. Such documents shall be returned if the purchase is not consummated.

IX. Conveyance Instruments

A. The Vendor shall execute and deliver at closing a general warranty deed conveying the Property to the "United States of America, and its assigns."

B. The Vendor shall deliver, without cost to the United States, such other documents as may be required to convey good and merchantable title, including trust instruments, powers of attorney, corporate resolutions, and similar instruments.

C. Unless otherwise agreed to herein, the deed or deeds of conveyance shall be prepared by the Secretary, at the expense of the United States.

X. Reserved Rights

A. No rights shall be reserved in this conveyance unless specifically agreed upon in this instrument.

B. Reservations of any rights in the land shall be acceptable to the Secretary, and shall be subject to rules and regulations required for the protection of National Forest System lands and resources, including but not limited to, conditions, rules and regulations governing:

- (1) The exercise of reserved timber rights (Title 36, Code of Federal Regulations, section 251.14);
- (2) The exercise of reserved mineral rights (Title 36, Code of Federal Regulations, section 251.15);
- (3) Reserved occupancies (Title 36, Code of Federal Regulations, section 251.17);
- (4) Reserved rights-of-way (Title 36, Code of Federal Regulations, section 251.18);
- (5) Reserved water rights (Title 36, Code of Federal Regulations, section 251.19).

C. The following reservations shall be incorporated in the deed of conveyance: None

XI. Closing

A. After acceptance of this Option, the Secretary shall have reasonable time to close. A reasonable time shall include one year from the date of acceptance of this Option, with reasonable extension as may be necessary to complete necessary pre-closing activities and inspections including actions necessary to resolve clouds on the title, to conduct a cadastral survey, to conduct environmental analyses (including all appropriate inquiries required under sections 101(35)(B)(ii) and (iii) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601(35)(B)(ii) & (iii)), to survey and preserve cultural resources, and to remediate contamination.

B. It is agreed that, if the Vendor fails to do so, the United States may pay any taxes, which are in lien against the land and, upon request of the Vendor, may satisfy any other encumbrances. The amounts thus expended shall be deducted from the purchase price of the land.

C. The services of an escrow agent acceptable to both parties may be utilized in the closing of this conveyance. In such event, the Parties shall agree upon closing instructions to the escrow agent and agree to an allocation of the escrow costs. Unless otherwise agreed to herein, the costs of escrow shall be shared equally between the United States and the Vendor.

XII. Costs

- A. Each party shall pay their own attorneys fees and charges.
- B. The Vendor shall pay any grantor's taxes and tax stamps, as well as any real property taxes or assessments owed on the Property up to and including the date of closing.
- C. The United States shall pay the costs of recording deeds and other instruments necessary for conveyance of good title.
- D. As stated in 49 CFR 24.106, the United States shall reimburse the Vendor for all reasonable expenses the Vendor necessarily incurred for:
 - (1) Recording fees, transfer taxes, documentary stamps, evidence of title, boundary surveys, legal descriptions of the real property, and similar expenses incident to conveying the real property to the United States. However the United States is not required to pay costs solely required to perfect the owner's title to the real property;
 - (2) Penalty costs and other charges for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property; and
 - (3) The pro rata portion of any prepaid real property taxes which are allocable to the period after the Agency obtains title to the property or effective possession of it, whichever is earlier.

XIII. Remedies of the United States

A. In the event the Vendor cannot convey satisfactory title to the Property, or the Vendor otherwise fails to perform, the Secretary has discretion to seek specific performance of this Option or to acquire the Property by condemnation. In the event that the Secretary seeks legal remedies to compel conveyance, the payment of consideration shall be as agreed to herein. This Option may be introduced in such proceedings as the stipulation of the Parties hereto with regard to all matters contained herein. In the event the United States resorts to judicial proceedings to enforce its rights under this Option, the Secretary shall be entitled to collect damages resulting from Vendor's breach including attorneys' fees.

B. The Secretary may at any time record this Option in the land records of the county or jurisdiction wherein the Property is located. For that purpose, Vendor agrees to provide acknowledgements if such are required for recordation.

XIV. Environmental Quality Provisions

A. The Vendor agrees to inspect his/her land for the presence of hazardous substances, pollutants and contaminants, and petroleum; provide documentation of results of the inspection; and certify that to the best of his/her knowledge there are no releases, threatened releases, disposal or storage of hazardous substances, pollutants, contaminants or petroleum on the lands which are being conveyed. The terms "hazardous substance," "pollutants and contaminants," and "release" are defined in 42 U.S.C. 9601(14), (33) and (22), respectively.

B. In the event it is discovered, before the United States has recorded the deed which conveys the subject Property to the United States, that the Property is contaminated, including but not limited to contamination resulting from solid wastes, hazardous wastes or substances, pollutants or contaminants, or other regulated substances, or that the subject Property is in a condition which would constitute a violation of any applicable federal, state or local laws or regulations relating to the protection of health, safety, or the environment, the United States may, at its sole election and without incurring any liabilities or obligations arising there from, either:

- (1) Declare this contract to be null and void; or
- (2) adjust the acreage and description of the Property to exclude from the conveyance those portions of the property that are affected by the newly discovered contamination condition. Correspondingly, the

consideration to be given by the United States as set forth under this Option shall be adjusted accordingly to reflect the adjustment of the Property to be conveyed to the United States; or

C. In the event that the Vendor elects to remediate the contamination, the United States may extend this contract for a reasonable time to allow the Vendor to complete the remediation and for the Secretary to determine whether those portions of the property affected by the remediation are acceptable to the United States. Correspondingly, the consideration to be given by the United States as set forth under this Option shall be adjusted accordingly to reflect any diminution in the value of the Property as a result of any residual contamination, continuing operation and maintenance requirements, or land use controls.

D. Cleanup and removal of inorganic debris, garbage, refuse (such as tires, old car bodies, fences, trash dumps, hunter shelters, etc.), and improvements to which no value is assigned, shall be the responsibility of the vendor unless waived in writing by the United States. Cleanup will be approved by the authorized representative of the Secretary as a condition precedent to closing. The following improvements will be removed at Vendor's expense:

None.

XV. Relocation Benefits (49 CFR Part 24). Check appropriate box:

- The result of this acquisition is that a displaced person as defined in regulation is required to relocate. Therefore, any relocation benefits payable to such displaced person shall be governed by applicable regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601, *et seq.*). See: 49 C.F.R. 24.
- No relocation benefits are to be claimed under this Option as the Vendor who voluntarily conveys his or her property without recourse to the power of eminent domain is not a displaced person.

XVI. General Provisions

A. No Member of Congress, Delegate to Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. However, this shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such corporation or company.

B. All representatives, warranties, obligations, and rights set forth herein shall survive the closing and not merge with the deed.

C. All terms and conditions with respect to this offer are expressly contained herein and the Vendor agrees that no representative or agent of the United States has made any representations or promise with respect to this offer not expressly contained herein.

D. The Secretary may assign any and all rights of the United States under this Option to any other party.

E. All commitments of federal funds are subject to Congressional appropriations and any other necessary funding conditions and approvals.

F. This option is a contract binding on the Vendor and, when accepted by the United States, becomes a contract mutually binding on both parties.

XVII. Special Provisions: None

IN WITNESS WHEREOF, the Vendor has executed this Option on this ____ day of ____, 20____.

VENDOR:

BOARD OF COUNTY COMMISSIONERS OF
SUMMIT COUNTY, COLORADO

(Witness)

(Witness)

BY: _____

Printed Name: _____

Title: _____

ACCEPTANCE OF OFFER:

In consideration of the foregoing, the Secretary for and in behalf of the United States, agrees to acquire the land herein described, at the price hereinabove set forth, and in accordance with the terms of this instrument.

The offer of the Vendor as contained in this option is hereby accepted for and on behalf of the United States of America this ____ day of ____, 20____.

SECRETARY OF AGRICULTURE

By: _____

JAMES S. BEDWELL
Director, Recreation, Lands and Minerals
Rocky Mountain Region
USDA - Forest Service

Exhibit ASixth Principal Meridian

THE ERA, LITTLE NEL, EMMA AND CONTINENTAL LODES, U.S. MINERAL SURVEY NO. 17294, COUNTY OF SUMMIT, STATE OF COLORADO.

CHALLENGER LODE, U.S. MINERAL SURVEY NO. 920, COUNTY OF SUMMIT, STATE OF COLORADO.

RELIANCE LODE, U.S. MINERAL SURVEY NO. 1436 AND RESOLUTE LODE, U.S. MINERAL SURVEY NO. 1435 AND LORAIN LODE, U.S. MINERAL SURVEY NO. 543, COUNTY OF SUMMIT, STATE OF COLORADO, AND ANY PORTION OF RELIANCE LODE THAT MAY BE LOCATED IN CLEAR CREEK COUNTY, COLORADO.

THE BRAGANZA LODE MINING CLAIM, U.S. MINERAL SURVEY NO 17719, AND THE BRAGANZA EXTENSION LODE, U.S. MINERAL SURVEY NO 17719, COUNTY OF SUMMIT, STATE OF COLORADO.

SILVER WAVE LODE, U.S. MINERAL SURVEY NO. 1774, COUNTY OF SUMMIT, STATE OF COLORADO.

CLIMAX LODE, U.S. MINERAL SURVEY NO. 17737, SILVER MEDAL LODE U.S. MINERAL SURVEY NO. 2184 AND CRESENT LODE U.S. MINERAL SURVEY NO. 2183, COUNTY OF SUMMIT, STATE OF COLORADO.

WHALE EXTENSION, U.S. MINERAL SURVEY NO. 2185, IN SECTION 11, TOWNSHIP 6 SOUTH RANGE 76 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF SUMMIT, STATE OF COLORADO.

REVENUE LODE, U.S. MINERAL SURVEY NO. 458, COUNTY OF SUMMIT, STATE OF COLORADO.

GLENDALE LODE, U.S. MINERAL SURVEY NO. 1802A, ISRAEL WILLIAMS LODE, U.S. MINERAL SURVEY NO. 1803A AND LITTLE FRED LODE, U.S. MINERAL SURVEY NO. 5188, COUNTY OF SUMMIT, STATE OF COLORADO.

LUCKY BALDWIN LODE, U.S. MINERAL SURVEY NO. 5969, COUNTY OF SUMMIT, STATE OF COLORADO.

Containing 95.434 acres, more or less.



NORTHWEST LOAN FUND

LOAN POLICY

Revision Date: January 2018

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Northwest Loan Fund Loan Policy

DEFINITIONS

Board shall refer to the Region 12 Revolving Loan Fund Corporation (R12 RLFC) dba Northwest Loan Fund (NLF) Board of Directors which is one and the same with the Northwest Colorado Council of Governments (NWCCOG) Council.

Approved shall mean

- (a) approve loans and loan structure for submission to the Office of Economic Development and International Trade (OEDIT) for final approval under the Open Grant contract and,
- (b) approve loans and loan structure of loans made with Revolved Funds.

Open Contract shall refer to funds directly from the Community Development Block Grant (CDBG) and its Micro-Enterprise Program (MEP).

Revolved Funds shall refer to funds that have been repaid from a CDBG Open Contract.

Business Loan Officer shall refer to the Director of Business Lending and Business Loan Officer

OBJECTIVES

- To improve the economic base of and/or bring new wealth into the nine Northwest Colorado Counties by providing loans to businesses that will create or retain jobs (CDBG – at least 51% of the jobs have to be persons from low to moderate family income households (LMI)).
- To provide access to capital for business expansion, retention, or start-up to low and moderate income persons.
- To bring a value added product or fill a niche in the local economy not currently being filled.
- To bring revenue from outside the Northwest counties.
- To encourage financial and economic self-sufficiency of business clients toward eventual move to traditional sources.

Northwest Loan Fund Loan Policy

SOURCES OF FUNDS for the NLF include:

- Community Development Block Grant (CDBG)
- Community Development Block Grant (CDBG)-Micro-Enterprise Loan Program – Loans \$100,000 or under (MEP)
- Revolved Funds (Funds repaid from a CDBG loan)
- Other Funds, as appropriate (example: U.S.D.A.)

USE OF LOAN FUNDS

- Business assets
 - Equipment/machinery
 - Inventory
 - Raw materials
 - Purchase of existing business
 - Renovation/fixtures of business occupied building
 - Business occupied building purchase
 - Construction of new facility
- Working Capital
 - Payroll
 - Accounts Receivable financing

INELIGIBLE USE OF FUNDS

- Pyramid or Networking Sales Enterprises
- Gambling or gaming operations
- Real Estate development
- Land purchase
- Franchises (with CDBG funds)
- Production agriculture
- Marijuana related businesses

Northwest Loan Fund Loan Policy

LOAN COMMITTEE (LC)

The LC shall be appointed by the Board and shall be comprised of one member from each county served by the NLF, as available. Service on the LC is voluntary. If an appropriate member cannot be recruited from a County, it is acceptable to recruit from a neighboring County.

LC Duties

The Loan Committee (LC) shall:

- (a) review loan package and recommendations as presented by Business Loan Officer
- (b) recommend loans and loan structure to the Colorado Office of Economic Development and International Trade (OEDIT) for approval under the Open Grant Contract and,
- (c) approve loans and loan structure of loans made with Revolved Funds.

LC Composition

It is the goal to have one member from each county with at least one person having business loan making experience, one having business legal experience and one having commercial real estate experience; the other members will be or have been business owners. The Executive Director of the Northwest Colorado Council of Governments (NWCCOG) will be an ex officio, non-voting, member of the Loan Committee.

Candidates will be presented to the Board for approval.

LC Term

The term of five LC member is two years, and the term of four LC members is one year. After the first term, all terms shall be two years.

A person appointed to fill a vacancy will serve to the date of expiration of the term being filled. There is no limit to the number of terms a committee person may serve. The LC committee shall appoint a chair and vice-chair from among the members.

LC Meetings

Meetings may be attended in person or by telephone or video conferencing. Meetings will be scheduled for one time per month and may be called as needed.

Northwest Loan Fund Loan Policy

Special Meetings may be called with non-simultaneous email votes due by a specified date and time.

LC Packets will be sent via confidential email; it will be the goal to have packets out one week prior to the meeting. Meeting will be run by the Chairperson. It will be the goal to have minutes distributed one week after a meeting. It is the goal that LC members attend at least 50% of regularly scheduled meetings. Email votes will constitute attendance.

LC Quorum

A quorum shall be a simple majority of total members (5).

Votes must be documented in LC meeting minutes denoting vote in person or by email. Email votes will be maintained in an electronic file.

Two objections by committee members will cause the loan to be re-presented on a future agenda.

CONFLICT OF INTEREST

Definition

A conflict of interest includes advising, approving, recommending or otherwise participating in the business decisions of the loan recipient, such as agents, advisors, consultants, attorneys, accountants or shareholders.

Disclosure

Verbal disclosure is required of any conflict of interest with a borrower, guarantor or other party to the transaction. The LC member will not place a motion or a second, and must abstain from voting.

Conflicts of interest will be reported to the Board.

Northwest Loan Fund Loan Policy

LOAN APPROVAL

1. A quorum of LC may approve a loan application.
2. Loans of \$25,000 or less upon recommendation of the Business Loan Officer, can be approved by a quorum (simple majority) via non-simultaneous email votes by a specified date and time.
3. Approvals will be documented by Roll Call of LC members.
4. Approve provisions for technical assistance for MEP applicants
5. Approved loans will be reported to the Board/NWCCOG Council at regularly scheduled meetings.

LOAN UNDERWRITING GUIDELINES

1. The minimum loan amount is \$5,000
2. The term may vary based on use of funds and collateral but not to exceed 10 years.
3. Interest rates and Fees will vary based on loan size and risk.
4. Costs related to closing will be paid by the borrower.
5. All loans will be collateralized by all business assets.
6. Personal guarantees, of individuals with 20% or more ownership, will be required.
7. The Business Loan Officer will make a site visit prior to presenting the loan to LC (any exceptions will be documented and noted by LC). Upon the decision, by the Business Loan Officer, to present the loan for LC approval, LC members are encouraged to make a group site visit. In particular the member from the county in which the prospect is located, is encouraged to make a site visit. Should the LC Member from the county be unable to do a site visit, it is permissible for a LC Member from another county to do the site visit.
8. Monthly payments of principal and interest are the norm; adjustments will be made for seasonal businesses

THE THREE C's – Character, Collateral, Credit

Northwest Loan Fund Loan Policy

It is intended that NLF loan analysis be more reliant on Character, Collateral, general feasibility and ability to repay rather than on Credit.

The following CHECKLIST is revised from time to time and posted at

www.NorthwestLoanFund.org

LOAN APPLICATION CHECKLIST

<u>1</u>	<ul style="list-style-type: none"> • Northwest Loan Fund - Loan Application
<u>2</u>	<ul style="list-style-type: none"> • Business Plan: History, Company Description, Products and Services, Marketing Plan & Competition, Management of key functions & Resumes, Suppliers & Terms
<u>3</u>	<ul style="list-style-type: none"> • Projections: <ul style="list-style-type: none"> • Cash Flow projections, with explanation of assumptions, by month for 1st year, then by quarter • Profit/Loss projections, with explanation of assumptions, by month for 1st year, then by quarter • Breakeven (Sales required to cover costs)
<u>4</u>	<ul style="list-style-type: none"> • Business Financial Statements* (BFS) Balance Sheets & Profit and Loss Statements including most recent month end
<u>5</u>	<ul style="list-style-type: none"> • Business Tax Returns * (BTR) April or after, include prior year end
<u>6</u>	<ul style="list-style-type: none"> • Business collateral: <ul style="list-style-type: none"> • Equipment (Description, Age, Condition, Value) • Equipment to be purchased – contracts or bids • Inventory (Description, Value) • Accounts Receivable (Customer, Invoice Date)
<u>7</u>	<ul style="list-style-type: none"> • Personal financial statement with schedules & K-1's (PFS) for ownership of 20% or more
<u>8</u>	<ul style="list-style-type: none"> • Personal Tax Returns* (PTR) for ownership of 20% or more
<u>9</u>	<ul style="list-style-type: none"> • Articles of Incorporation, by-laws, trade name affidavit or franchise agreement • Documentation of who is authorized to borrow
<u>10</u>	<ul style="list-style-type: none"> • Copy of Lease
<u>11</u>	<ul style="list-style-type: none"> • Copy of commitment letters from other financing sources
<u>12</u>	<ul style="list-style-type: none"> • Job Creation Statement including existing staff
<u>13</u>	<ul style="list-style-type: none"> • For Real Estate collateral: Copy of Owners Title Policy or Warranty Deed, Appraisal if available, Environmental review if available

Northwest Loan Fund Loan Policy

<u>14</u>	<ul style="list-style-type: none">• For Business Acquisitions – Contract detailing what is being purchased at what price
<u>15</u>	<ul style="list-style-type: none">• Other information as requested

Please send all items on the checklist at one time and in order of checklist.

*Three years PTR, BTR, BFS, all signed and dated unless business life is less than 3 years.

Northwest Loan Fund Loan Policy

CONFIDENTIALITY

Financial information on the businesses and their owners will be kept confidential. Note: LC Packets will be sent via confidential email. LC members will sign a Confidentiality/Conflict of Interest Agreement. Borrowers will be informed of this with the initial loan package.

Confidentiality Agreements have been signed by Loan Committee members, staff and the NWCCOG I.T. contractor who will or may come in contact with confidential information. A Telecommuting agreement signed by Anita Cameron provides for security of confidential information during travel/off site work. Secure print will be used to protect confidential documents. Security for laptop and smartphone are set on 'high'.

Laptop and smartphone access will be protected by Passcodes and Log Off. Passwords will be changed at least quarterly. Social Security numbers will be protected, by black out, when not essential for the recipient.

CLOSING DOCUMENTATION

Closing Documents checklist (Exhibit B) with 'NEED' items marked, will be presented in LC packets as part of the loan approval. At closing, the Business Loan Officer shall initial the 'HAVE' column and prior to funding, an additional person shall confirm documentation and initial 'HAVE'.

LOAN SERVICING

It will be the goal of the NLF to maintain contact with each customer. A site visit is preferred. A memo of customer contact/visits will be placed in the loan file or be part of LC Minutes.

DEFAULT PROCEDURES

Loans delinquent 30 days or more will be reported to the LC monthly and Board bi-monthly (in Portfolio and/or Program Update) with comments on collection actions.

The Business Loan Officer is authorized to offer a Loan Modification/Extension agreement as needed to keep the business operating and to avoid costly legal action. .

Modifications/Extensions will be reported to the LC and Board. Where possible, accrued interest will be collected extending any loan payments.

After period of appropriate collection activities, recommendations to place a loan on non-accrual or to write off the balance, may be made by the Business Loan Officer or LC, and approved by the Board.

Northwest Loan Fund Loan Policy

ALLOWANCE FOR LOAN LOSS RESERVE

The NLF will maintain an Allowance for Loan Loss (ALL) as an estimate of potential loan losses as a footnote to NLF Loans Receivable. A Colorado Housing and Finance Authority (chfa) Credit Reserve Account may be used as ALL and reported as a footnote to NLF Loans Receivable.

Each loan will be graded and a percentage allowance set aside for each risk class. Loan grading will be updated semi-annually with loan grades reported to the Board.

Loan Grades and percentage reserve:

-Satisfactory – 1% reserve

-Watch – 10% reserve

-Substandard – 30%

-Doubtful – 60%

Northwest Loan Fund Loan Policy

Exhibit A **Northwest Loan Fund - Communities Served**

Eagle

Avon
Basalt
Eagle
Eagle-Vail
Edwards
El Jebel
Gypsum
Minturn
Red Cliff
Vail

Garfield

Battlement Mesa
Carbondale
Glenwood Springs
New Castle
Parachute
Rifle
Silt

Grand

Fraser
Granby
Grand Lake
Hot Sulphur Springs
Kremmling
Winter Park

Jackson

Walden

Moffat

Craig
Dinosaur
Maybell

Northwest Loan Fund Loan Policy

Page 2

Northwest Loan Fund - Communities Served

Pitkin

Ashcroft
Aspen
Basalt
Meredith
Redstone
Snowmass
Snowmass Village
Woody Creek

Rio Blanco

Meeker
Rangely
Rio Blanco

Routt

Clark
Hayden
Oak Creek
Steamboat Springs
Yampa
Phippsburg
Toponas

Summit

Blue River
Breckenridge
Dillon
Dyersville
Frisco
Heeney
Keystone
Montezuma
Silverthorne

**Colorado Office of Economic Development
and International Trade**

Community Development Block Grant

Business Loan Funds Application

1600 Broadway, Suite 2500
Denver, CO 80202
(303) 892-3840

Printed January 1, 2020

**APPLICATION CHECKLIST
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
BUSINESS LOAN FUND**

Applications will be considered on an on-going basis if funds are available. For multi-jurisdictional applications, a copy of the application must be available for public review in each participating jurisdiction-- as required by HUD. A complete Community Development Block Grant (CDBG) application consists of:

1. **Application Forms.** One signed original (signature of the chief elected official).

In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to sign this form.

2. **Applicant Statement of Assurances and Certifications.** One signed original (signature of the chief elected official).

In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to sign this form.

3. **Citizen Participation Plan.** One signed original (signature of the chief elected official).

In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to have a Citizen Participation Plan and to submit it with the application.

4. **Public Hearing.** Original publisher's affidavit with an attached copy of the public notice. At least one public hearing must be held prior to the submission of an application. Adequate notice of the public hearing must be published at least once in a newspaper of general circulation at least 5 days prior to the public hearing. It should also be posted in the City/Town Hall or County Courthouse and in other places frequented by the public, especially low and moderate income persons, benefitting from or affected by proposed CDBG activities.

In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to publish a notice pertaining to the public hearing in at least one newspaper in their jurisdiction having area-wide circulation and each participating jurisdiction is required to hold at least one public hearing.

This may be one combined public meeting if properly advertised in the other jurisdictions.

5. **Intergovernmental Agreement.** Required only in the case of a multi-jurisdictional application. One signed original (signatures of the chief elected officials) of a fully executed, legally binding cooperation agreement between the designated lead jurisdiction and all other directly participating municipalities and counties.

In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to sign this agreement.

6. **Residential Anti-displacement and Relocation Assistance Plan.** One signed original (signature of the chief elected official).

In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to have a Residential Anti-displacement and Relocation Plan and to submit it with the application.

Please forward the completed application to:

**Colorado Office of Economic Development
and International Trade
Robert Todd
1600 Broadway, Suite 2500
Denver, Colorado 80202
Phone: (303) 892-3840
Fax: (303) 892-3848
TDD: 1-800-659-2656**

Grantee DUN's # 08402444 (Eagle County)

**APPLICATION FORMS
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
BUSINESS LOAN FUND**

Applicant: Eagle County Date: _____
 Address: P O Box 850 / 500 Broadway Phone: 970-328-8600
 City, State, Zip: Eagle, CO 81631
 Contact: Jill Klosterman Title: Finance Director
Duns Number 084024447

Sub-Grantee: Northwest Colorado Council of Governments (NWCCOG)
 Address: P O Box 2308 / 249 Warren Avenue Phone: 970-468-0295 x123
 City, State, Zip: Silverthorne, CO 80498
 Contact: Jon Stavney Title: Executive Director
Duns Number 47622774

Service Area: Eagle, Garfield, Grand, Jackson, Moffat, Pitkin, Rio Blanco, Routt, and Summit Counties

Funds Requested: \$ 580,000.00

Proposed CDBG Budget:

<u>Activity</u>	<u>Amount</u>	<u>Source</u>	<u>Status</u>
1. Assistance to Businesses:	\$ 500,000.	CDBG	Pending
Proposed Leverage	\$1,000,000.	Business Equity Other Funding	Pending
2. Administration:			
Proposed Match	\$ 80,000.	CDBG	Pending
3. Other: (describe if any)			

4. Please outline the proposed *administrative* budget for *each* year of the proposed business loan fund contract term as follows:

BLF BUDGET

TOTAL Funds CDBG Funds Other Funds Source

A. ADMINISTRATION:

Personnel (list by position):

Anita Cameron, Director:			
Salary:	\$83,000	\$80,000	\$ 3,000 Interest & Fees
Taxes & Benefits:	\$19,000		\$19,000 Interest & Fees

Operating: \$38,000 Interest & Fees

Operating Expenses:	\$12,000		
Accounting:	\$ 5,000		
Contract Loan Assistant:	\$ 5,000		
Indirect:	\$13,000		
Rent:	\$ 3,000		

<u>Travel:</u>	\$ 8,000		\$8,000 Interest & Fees
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Other:

B. OTHER FUNDS REQUESTED
OR COMMITTED:
None

Please describe how the proposed BLF policies address the following required elements:

1. **Job Creation/Retention** (and National Objective): All borrowers for the Community Development Block Grant (CDBG) or Micro Enterprise Program (MEP) Creation/Retention Method will be required to demonstrate how they will create or retain jobs. The goal of the Northwest Loan Fund (NLF) is to create or retain 1 job for every \$20,000 loaned. This ratio may be flexible as long as the overall State contract requirements of jobs for NLF dollars is met. For the purposes of these policies, a job is defined as a direct full time position of at least 32 hours per week, 50 weeks per year. A seasonal position of six (6) months is one-half a full time equivalent (FTE) and, therefore, one-half job. Borrowers are generally required to create the jobs within 12 months of loan closing and must report results to the NLF at least quarterly. The Federal Objective requires that at least 51% of the jobs are offered to low to moderate income persons. Although the primary purpose of this program is to develop and create new jobs, a secondary financing of a business within the region can adequately demonstrate to the NLF that jobs will be lost if the business loan fund assistance is not provided. Job Creation for the MEP will not be required under the Limited Clientele Method.

2. **Business Types**: The purpose of the NLF is to support business activities for which credit may not be otherwise available on terms and conditions which would permit completion and/or successful operation or accomplishment of the project in the defined eligible areas to create and/or retain employment opportunities primarily for persons from low and moderate income households.

Any private, for profit or non-profit businesses located in any of the five counties of State Planning Management Region 12 (Eagle, Grand, Jackson, Pitkin & Summit) and any of four counties of Region 11 (Garfield, Moffat, Rio Blanco & Routt) are eligible for business assistance are not restricted to specific sizes of business. Generally, the NLF targets businesses that are non-competing in the local economy, primarily exporting a value added product and importing revenue from outside the region, filling a niche in the local economy not currently being filled, and some consideration is given to local priorities such as tourism development. However, the NLF will consider assistance to any type of legal business providing that jobs are being created or retained. Categories and priorities for underwriting guidelines are as follows:

Expansion of existing jobs: Projects receiving the highest priority are expansions of existing businesses which are value added product/service exporters and revenue importers. Within this category, businesses which have the potential to hire low to moderate income persons would be given a higher priority.

Retention of existing jobs: Projects receiving the next priority are existing businesses which need assistance in retaining existing jobs.

Start up/new business: The next priority will be given to start up and new businesses.

3. **Minimum & Maximum Amounts** of loans to be made: Loans for amounts less than

\$5,000 will not be considered. Loans less than \$30,000 may be approved if the Loan Committee Member from the County in which the business is located and any two members of the Loan Committee are in agreement and approve the loan. Loans over \$30,000 require the approval of a quorum (simple majority) of the Loan Committee.

4. **Leveraging:** The overall target leveraging of CDBG funds will be 2:1 or for the NLF not exceed 33% of the overall financing. The 2:1 ratio may be exceeded on a case by case, special need basis if the overall average leveraging of the portfolio has achieved the 2:1 required leveraging. Assistance will be provided to all borrowers in securing other sources of financing for their business loans. This assistance in obtaining other financing will consist of introductions to local banks, other state and federal lending programs, etc.
5. **Rates & Terms:** Interest rates will typically be, and will not exceed, 2% above the prime interest rate as published by the Wall Street Journal at the time of loan committee approval. The maximum interest rate on the Micro Enterprise Program (MEP) will be 21% per annum. MEP loans may be made with a variable interest rate. The term of the loan will be a minimum of one year and no longer than 10 years.
6. **Fees:** Loan fees shall not exceed 2% of the loan amount as an origination fee to assist in loan package preparation and costs, fees may be payable from loan proceeds at time of closing. Application fees are optional.
7. **Use of Proceeds:** BLF funds for the CDBG and MEP programs can be used to finance the following:
 - Equipment
 - Furniture & Fixtures
 - Inventory
 - Raw materials
 - Working Capital
 - Business occupied building purchase of existing building
 - Other fixed assets
 - Equity participation in exchange for business shares or royalty payments
 - Construction of new facilities and renovation of interiors and exteriors (discouraged due to David-Bacon Wage and other Federal Requirements)
8. **Collateral Requirements:** The BLF CDBG and MEP programs will require collateral. NLF in all cases will take a security agreement on all business assets. When possible, the NLF will pay directly for Equipment to create a priority Purchase Money Lien. When possible, NLF will take the next available lien position on equipment, buildings, and real estate financed with NLF funds. If the borrower owns property in the local area, NLF will generally take the next available deed of trust position on the real estate along with the above mentioned business assets, unless other collateral is agreed upon. Personal guaranties of all principals with 20% ownership will be required on all loans. Co-signers will be required when requested by the loan committee. All security interests will be perfected to adequately protect the NLF security interest.
9. **Types of Assistance: (loans, equity, guarantees, etc.):**

Four types of business assistance are available from this program. Each type of assistance will be used under the following circumstances:

 - 1) Under most circumstances loans will be made to the business applicants.

- 2) Loan guarantees will be made when a guarantee is all that is necessary to motivate the lending institution to make the remainder of the loan and when in the event of foreclosure, the collateral is assigned to the NLF and the collateral is liquid and adequate to provide reimbursement of the loan guarantee.
- 3) Participations will be used when collateral is adequate to satisfy the primary lender and NLF and when the borrower and primary lender are willing to comply with federal, state and NLF requirements.
- 4) Loan buy-downs will be made when a loan buy-down motivates the lending institution to make the remainder of the loan, and when cash flow of the NLF is adequate, as determined by the loan committee, to maintain operation of the loan fund.

All of the above types of financial business assistance are subject to compliance with the HUD-CDBG Enabling Act, NLF policy, and NLF Loan Committee approval on any given specific project.

Past Performance is shown below in two sections:

Past Performance 2005 through 2012 (per 2013 Application):

CDBG Total Assistance	\$ 3,762,022
CDBG Administration	\$ 528,367
CDBG Business Assistance	\$ 3,233,655
Admin/Total Ratio	14%
Admin/Bus. Assistance Ratio	16%
Loans Made	101
Jobs Created/Retained	407
Low/Mod Jobs	253
% Low/Mod Jobs	62%
Defaults	45
CDBG Funds Lost	\$ 1,204,430
Loss as a % of Total Assistance	32%
Loss as a % of Loans Made	37%
Leveraged Funds Proposed	\$ unknown
Leveraged Funds Actual	\$ unknown

Past Performance (2 Grants) May 2013 through November 2019:

CDBG Total Assistance	\$ 3,085,484
CDBG Administration	\$ 425,584
CDBG Business Assistance	\$ 2,659,900
Admin/Total Ratio	16%
Admin/Bus. Assistance Ratio	1%
Loans Made	33
Jobs Created/Retained	135
Low/Mod Jobs	90
% Low/Mod Jobs	67%
Defaults	-0-
CDBG Funds Lost	\$ 00.00
Loss as a % of Total Assistance	0 %
Loss as a % of Loans Made	0 %
Leveraged Funds Proposed	\$ 5,319,800 (2:1)
Leveraged Funds Actual	\$ 6,745,000 (2.5:1)

Management:

1. Please describe your proposed administrative structure. Specify who is responsible for completing defined tasks. Be specific.
 - The Northwest Colorado Council of Governments (NWCCOG) will provide oversight for the Northwest Loan Fund (NLF) as one of its programs. The NLF is a separate 501c6 and has a Director; it may also have a Business Loan Officer and a Loan Administrator. Operating expenses are covered through the 16% admin fee that is allowed as part of the CDBG grant program and Loan Interest Income and Loan Fee Income. The NLF Director reports to the NWCCOG Executive Director as a NWCCOG employee.
 - The NLF Director or Business Loan Officer will convene a Loan Committee that includes, as available, one representative from each of the nine participating counties and the NWCCOG Executive Director as an Ex-Officio Member. The NLF Loan Committee will serve in an advisory capacity in accordance with the operating guidelines, bylaws, and Loan Policy as approved by the NLF Board. Loan Committee members will be approved by the NLF Board.
 - NLF Board will review, revise and update the NLF operating guidelines, by-laws, and Loan Policy. NLF Board will receive bi-monthly reports on the NLF activity at each of their regularly scheduled meetings.
 - The NLF Director or Business Loan Officer will market the business loan program throughout the nine-county region and encourage loan applications.
 - NLF loan committee will review the Director or Business Loan Officer's recommendations and make decisions on which businesses should receive loans.
 - The NLF Director or Business Loan Officer will forward the loan committee's recommendations to the CDBG Manager for approval.
 - The CDBG Manager will send a letter authorizing specific loans.
 - The Director or NLF Business Loan Officer will process the loans authorized by OEDIT.
 - Upon Request for Reimbursement of Funds, DOLA will send funds to Eagle County.
 - Eagle County will pass the funds through to NLF.
 - The NLF Director or Business Loan Officer completes and submits all required reports to The CDBG Manager. NLF and CDBG funds are included in NWCCOG's independent A-133 audit.

2. Describe the composition of your loan committee. Describe its relationship to the governing board.
 - The Loan Committee includes, as available, one representative from each of the nine participating counties plus the NWCCOG Executive Director as an Ex-Officio Member. Of the nine county representatives, it is preferred that at least two will have a background in business, one will have business loan making experience, at least one will have an accounting or legal background. The NLF Loan Committee will serve in an advisory capacity in accordance with the operating guidelines, bylaws, and Loan Policy as approved by the NLF Board. Loan Committee members will be approved by the NLF Board.

3. Describe the relationship between the BLF and the unit of local government which is sponsoring this application.
 - Eagle County as the lead county is the NWCCOG's largest member. The NLF is a

program within the NWCCOG, and the NWCCOG is the sub-grantee.

4. Describe the relationship between the BLF and lending institutions in the service area.
 - These relationships will be built through the NLF Director and/or Business Loan Officer and Loan Committee members. The NLF has historically maintained excellent working relationships with local lending institutions.
5. How does the BLF relate and coordinate with other economic development activities in the area?
 - The NWCCOG received Economic Development District (EDD) designation from the U.S. EDA in 2012. As a result, the NWCCOG-EDD Board oversees all regional economic development efforts and the NWCCOG-EDD convenes a working group every other month, which is made up of a broad range of stakeholders including government officials, education, workforce, chambers of commerce, as well as key industry representatives from the region. The workgroup meets to guide the regional economic development efforts of NWCCOG-EDD and the NLF Director or Business Loan Officer will be included in this on-going conversation as a member of the workgroup.
6. Please attach a proposed project list. The list should include: type of project; amount requested; and status.
7. Please attach a copy of your Loan Policy for Regular and Micro Enterprise Loans.

To the best of my knowledge and belief, statements and data in this application are true and correct and their submission has been duly authorized by the governing body of all participating jurisdictions.

Signature, Chief Elected Official
Chair, Eagle County BOCC

Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Garfield County BOCC

Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Grand County BOCC

Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Jackson County BOCC

Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Moffat County BOCC

Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Pitkin County BOCC

Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Rio Blanco County BOCC

Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Routt County BOCC

Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Summit County BOCC

Date

**APPLICANT STATEMENT OF ASSURANCES AND CERTIFICATIONS
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
BUSINESS LOAN FUNDS**

The applicant hereby assures and certifies that:

- (a) It:
- (1) Possesses legal authority to apply for the grant and to execute the proposed project, and its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer and/or other designated official representatives to act in connection with the application and to provide such additional information as may be required; and
 - (2) Has developed its application, including its projected use of funds, so as to give maximum feasible priority to activities which will benefit low and moderate income persons or aid in the prevention or elimination of slums or blight. (The requirement for this certification will not preclude the State from approving an application where the applicant certifies and the State determines, that all or part of the proposed project activities are designed to meet other community development needs that have arisen during the preceding twelve-month period and have particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and where other financial resources are not available to meet such needs.) Furthermore:
 - (A) With respect to activities it claims benefit low and moderate income persons, it has determined and documented that not less than fifty-one percent (51%) of the beneficiaries of the activity are low and moderate income persons; and
 - (B) With respect to activities it claims aid in the elimination of slums or blight, it has determined and documented:
 - (i) For activities to address slums or blight on an area basis:
 - (I) The area meets a definition of a slum, blighted, deteriorated or deteriorating area under State or local law;
 - (II) Throughout the area, at least twenty-five percent (25%) of the buildings are in a state of deterioration or two or more types of public improvements are in a state of deterioration;
 - (III) Documentation is being maintained on the boundaries of the area and the condition which qualified the area at the time of its designation;

- (IV) The assisted activity addresses one or more of the conditions which contributed to the deterioration of the area; and
 - (V) Rehabilitation will only be undertaken on residential structures which are not occupied by low and moderate income persons if such structures are substandard under local definition, and provided that all deficiencies making such structure substandard must be corrected before less critical work on the structure may be undertaken.
- (ii) For activities to address slum or blight on a spot basis, the activities must be designed to eliminate specific conditions of blight or physical decay and must be limited to acquisition, clearance, relocation, historic preservation and rehabilitation of buildings, but only to the extent necessary to eliminate specific conditions detrimental to public health and safety.
- (b) It is following a detailed citizen participation plan which:
- (1) Provides for and encourages citizen participation with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which Community Development Block Grant (CDBG) funds are proposed to be used;
 - (2) Provides citizens with reasonable and timely access to local meetings, information, and records relating to its proposed and actual use of CDBG funds;
 - (3) Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the applicant;
 - (4) Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
 - (5) Provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and
 - (6) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.

In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to have a Citizen Participation Plan and to submit it with the application.

(c) It has provided for and encouraged citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which CDBG funds are proposed to be used, by:

- (1) Furnishing citizens information concerning the amount of funds available for proposed community development and housing activities and the range of activities that may be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income and its plans for minimizing displacement of persons as a result of activities assisted with CDBG funds and to assist persons actually displaced as a result of such activities;
- (2) Publishing a proposed project plan/application in such a manner to afford citizens an opportunity to examine its content and to submit comments on the proposed project plan/application and on the community development performance of the jurisdiction(s);
- (3) Holding one or more public hearings, as indicated below, to obtain citizen views and to respond to proposals and questions related to community development and housing needs, proposed activities and past CDBG performance. All hearings will be held no sooner than five days after notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped and for the needs of non-English speaking residents where a significant number of such residents may reasonably be expected to participate.

<u>Applicant's Public Hearing</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
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- (4) As applicable, providing citizens with reasonable and timely access to local meetings, information and records regarding its proposed and past use of CDBG funds;
- (5) In preparing its project plan/application, considering any such comments and views and, if deemed appropriate, modifying the proposed project plan/application;
- (6) Making the final project plan/application available to the public; and
- (7) Identifying its community development and housing needs, including the needs of low and moderate income persons, and the activities to be undertaken to meet such needs.

In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to have a Citizen Participation Plan and to submit it with the application.

- (d) In the event it is awarded CDBG funds by the State it will:
 - (1) Follow a residential anti-displacement and relocation assistance plan which shall:
 - (A) In the event of such displacement, provide that:

- (i) Governmental agencies or private developers shall provide within the same community comparable replacement dwellings for the same number of occupants as could have been housed in the occupied and vacant occupiable low and moderate income dwelling units demolished or converted to use other than for housing for low and moderate income persons, and provide that such replacement housing may include existing housing assisted with project based assistance provided under Section 8 of the United States Housing Act of 1937;
- (ii) Such comparable replacement dwellings shall be designed to remain affordable to persons of low and moderate income for 10 years from the time of initial occupancy;
- (iii) Relocation benefits shall be provided for all low or moderate income persons who occupied housing demolished or converted to a use other than for low or moderate income housing, including reimbursement for actual and reasonable moving expenses, security deposits, credit checks, and other moving-related expenses, including any interim living costs; and, in the case of displaced persons of low and moderate income, provide either:
 - (I) compensation sufficient to ensure that, for a 5-year period, the displaced families shall not bear, after relocation, a ratio of shelter costs to income that exceeds 30 percent; or
 - (II) if elected by a family, a lump-sum payment equal to the capitalized value of the benefits available under sub-clause (I) to permit the household to secure participation in a housing cooperative or mutual housing association.
- (iv) Persons displaced shall be relocated into comparable replacement housing that is:
 - (I) decent, safe, and sanitary;
 - (II) adequate in size to accommodate the occupants;
 - (III) functionally equivalent; and
 - (IV) in an area not subject to unreasonably adverse environmental conditions.

- (B) Persons displaced shall have the right to elect, as an alternative to the benefits under this subsection to receive benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 if such persons determine that it is in their best interest to do so; and
- (C) Where a claim for assistance under subparagraph (A)(iv) is denied by grantee, the claimant may appeal to the State, and that the decision of the State shall be final unless a court determines the decision was arbitrary and capricious.

In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to have a Residential Anti-displacement and Relocation Assistance Plan and to submit it with the application.

- (2) Comply with the provisions of the above paragraph (1) except that paragraphs (A)(i) and (A)(ii) shall not apply in any case in which the Secretary of the U.S. Department of Housing and Urban Development finds, on the basis of objective data, that there is available in the area an adequate supply of habitable affordable housing for low and moderate income persons. A determination under this paragraph is final and non reviewable.
- (3) Provide citizens with reasonable notice of, and opportunity to comment on, any substantial change proposed to be made in the use of CDBG funds from one eligible activity to another by following the same procedures required in paragraph (c) for the preparation and submission of the final project plan/application.

(e) It will:

- (1) Minimize displacement of persons as a result of activities assisted with CDBG funds and provide for reasonable benefits to any person involuntarily and permanently displaced as a result of the use of CDBG funds to acquire or substantially rehabilitate property.
- (2) Affirmatively further fair housing in addition to conducting and administering its project in conformity with Public Law 88-352 and Public Law 90-284 as certified in paragraph (h) hereinafter.

In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to affirmatively further fair housing.

- (3) Not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

- (A) CDBG funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than the CDBG program, or
 - (B) for purposes of assessing any amount against properties owned and occupied by persons of moderate income who are not persons of low income, it certifies that it lacks sufficient CDBG funds to comply with the requirements of subparagraph (A).
- (f) Its chief executive officer or other officer of the applicant approved by the State:
 - (1) Consents to assume the status of responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified in 24 CFR Part 58, which further the purposes of NEPA, insofar as the provisions of such Federal law apply to the Colorado Community Development Block Grant (CDBG) Program; and
 - (2) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his/her responsibilities as such an official.
- (g) It will comply with the financial management regulations, policies, guidelines and requirements set forth in the CDBG Direct Economic Development Projects and Business loan funds' Guidebook.
- (h) It will comply with:
 - (1) **Section 110 of the Housing and Community Development Act of 1974**, as amended, and any State regulations regarding the administration and enforcement of labor standards.
 - (2) **Davis-Bacon Fair Labor Standards Act (40 USC 276a - 276a-5)** requiring that, on all prime contracts which exceed \$2,000 for federally-assisted construction, alteration or rehabilitation, laborers and mechanics employed by contractors or subcontractors shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor. (This requirement applies to the rehabilitation of residential property only if such property is designed for use of eight or more families.)
 - (3) **Contract Work Hours and Safety Standards Act of 1962 (40 USC 327 et seq.)** requiring that mechanics and laborers employed on federally-assisted contracts which exceed \$2,000 be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work week.

- (4) **Copeland "Anti-Kickback" Act of 1934 (40 USC 276 (c))** prohibiting and prescribing penalties for "kickbacks" of wages in federally- financed or assisted construction activities.
- (i) It will comply with:
- (1) **Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 USC 2000 (d))** prohibiting discrimination on the basis of race, color, religion or religious affiliation, or national origin in any program or activity receiving federal financial assistance.
 - (2) **The Fair Housing Act (42 USC 3601-20)**, as amended, prohibiting housing discrimination on the basis of race, color, religion, sex, national origin, handicap, and familial status.
 - (3) **Section 109 of the Housing and Community Development Act of 1974 (42 USC 5309)**, as amended, providing that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of race, color, national origin or sex under any program or activity funded in whole or in part under Title I (Community Development) of the Housing and Community Development Act.
 - (4) **Executive Order 11063 (1962)**, as amended by Executive Order 12259, requiring equal opportunity in housing by prohibiting discrimination on the basis of race, color, religion, sex or national origin in the sale or rental of housing built with federal assistance.
 - (5) **Executive Order 11246 (1965)**, as amended by Executive Order 11375, prohibiting discrimination on the basis of race, color, religion, sex or national origin in any phase of employment during the performance of federal or federally-assisted contracts in excess of \$2,000.
 - (6) **Section 3 of the Housing and Community Development Act of 1968 (12 USC 1701 (u))**, as amended, providing that, to the greatest extent feasible, opportunities for training and employment that arise through HUD-financed projects, will be given to lower-income persons in the project area, and that contracts be awarded to businesses located in the project area or to businesses owned, in substantial part, by residents of the project area.
 - (7) **Section 504 of the Rehabilitation Act of 1973 (29 USC 793)**, as amended, providing that no otherwise qualified individual shall, solely by reason of a handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal funds. Effective communication with persons of all types of disabilities must be ensured.
 - (8) **Age Discrimination Act of 1975, (42 USC 6101)**, as amended, providing that no person shall be excluded from participation, denied program benefits

or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

(j) It will comply with:

- (1) **Section 104(d) of the Housing and Community Development Act of 1974, as amended (42 USC 5301), known as the "Barney Frank Amendment," and the HUD implementing regulations at 29 CFR Part 570**, requiring that local grantees follow a residential anti-displacement and relocation assistance plan which provides for the replacement of all low/moderate-income dwelling units that are demolished or converted to another use as a direct result of the use of CDBG funds, and which provides for relocation assistance for all low/moderate-income households so displaced.
- (2) **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended -- Title III, Real Property Acquisition (Pub. L. 91-646 and HUD implementing regulations at 49 CFR Part 24)**, providing for uniform and equitable treatment of persons displaced from their homes, businesses, or farms by federal or federally- assisted programs and establishing uniform and equitable land acquisition policies for federal assisted programs. Requirements include bona fide land appraisals as a basis for land acquisition, specific procedures for selecting contract appraisers and contract negotiations, furnishing to owners of property to be acquired a written summary statement of the acquisition price offer based on the fair market price, and specified procedures connected with condemnation.
- (3) **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended -- Title II, Uniform Relocation Assistance (Pub. L. 91-646 and HUD implementing regulations at 49 CFR Part 24)**, providing for fair and equitable treatment of all persons displaced as a result of any federal or federally-assisted program. Relocation payments and assistance, last-resort housing replacement by displacing agency, and grievance procedures are covered under the Act. Payments and assistance will be made pursuant to state or local law, or the grant recipient must adopt a written policy available to the public describing the relocation payments and assistance that will be provided. Moving expenses and up to \$22,500 or more for each qualified homeowner or up to \$5,250 or more for each tenant are potential costs.

(k) It will comply with:

- (1) **National Environmental Policy Act of 1969 (42 USC 4321 et seq.)**, as amended, and the implementing regulations of HUD (24 CFR Part 58) and of the Council on Environmental Quality (40 CFR Parts 1500 - 1508) providing for establishment of national policy, goals, and procedures for protecting, restoring and enhancing environmental quality.

- (2) **National Historic Preservation Act of 1966 (16 USC 470 et seq.)**, as amended, requiring consideration of the effect of a project on any district, site, building, structure or object that is included in or eligible for inclusion in the National Register of Historic Places.
- (3) **Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.)** requiring that federally-funded projects contribute to the preservation and enhancement of sites, structures and objects of historical, architectural or archaeological significance.
- (4) **The Archaeological and Historical Data Preservation Act of 1974, amending the Reservoir Salvage Act of 1960 (16 USC 469 et seq.)**, providing for the preservation of historic and archaeological data that would be lost due to federally-funded development and construction activities.
- (5) **Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951 et seq.)** prohibits undertaking certain activities in flood plains unless it has been determined that there is no practical alternative, in which case notice of the action must be provided and the action must be designed or modified to minimize potential damage.
- (6) **Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et seq.)** requiring review of all actions proposed to be located in or appreciably affecting a wetland. Undertaking or assisting new construction located in wetlands must be avoided unless it is determined that there is no practical alternative to such construction and that the proposed action includes all practical measures to minimize potential damage.
- (7) **Safe Drinking Water Act of 1974 (42 USC 201, 300 f et seq., 7401 et seq.)**, as amended, prohibiting the commitment of federal financial assistance for any project which the Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal drinking water source for an area.
- (8) **The Endangered Species Act of 1973 (16 USC 1531 et seq.)**, as amended, requiring that actions authorized, funded, or carried out by the federal government do not jeopardize the continued existence of endangered and threatened species or result in the destruction or modification of the habitat of such species which is determined by the Department of the Interior, after consultation with the State, to be critical.
- (9) **The Wild and Scenic Rivers Act of 1968 (16 USC 1271 et seq.)**, as amended, prohibiting federal assistance in the construction of any water resources project that would have a direct and adverse affect on any river included in or designated for study or inclusion in the National Wild and Scenic Rivers System.

- (10) **The Clean Air Act of 1970 (42 USC 1857 et seq.)**, as amended, requiring that federal assistance will not be given and that license or permit will not be issued to any activity not conforming to the State implementation plan for national primary and secondary ambient air quality standards.
- (11) **HUD Environmental Criteria and Standards (24 CFR Part 51)** providing national standards for noise abatement and control, acceptable separation distances from explosive or fire prone substances, and suitable land uses for airport runway clear zones.

(l) It will:

- (1) Comply with **The Lead-Based Paint Poisoning Prevention Act -- Title IV (42 USC 4831)** prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance, and requiring notification to purchasers and tenants of such housing of the hazards of lead-based paint and of the symptoms and treatment of lead-based paint poisoning.
 - (2) Comply with the **Armstrong/Walker "Excessive Force" Amendment, (P.L. 101-144) & Section 906 of Cranston-Gonzalez Affordable Housing Act of 1990**, which requires that a recipient of HUD funds must certify that they have adopted or will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within their jurisdiction against individuals engaged in nonviolent civil rights demonstrations; or fails to adopt and enforce a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.
 - (3) Comply with the **"Government-wide Restriction on Lobbying, (P.L. 101-121)**, which prohibits spending CDBG funds to influence or attempt to influence federal officials; which requires the filing of a disclosure form when non-CDBG funds are used for such purposes; which requires certification of compliance by the state; and which requires the state to include the certification language in grant awards it makes to units of general local government at all tiers and that all sub-recipients shall certify accordingly as imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
 - (4) Comply with the **Department of Housing and Urban Development Reform Act of 1989 (24 CFR part 12)** requiring applicants for assistance for a specific project or activity from HUD, to make a number of disclosures if the applicant meets a dollar threshold for the receipt of covered assistance during the fiscal year in which an application is submitted. An applicant must also make the disclosures if it is requesting assistance from HUD for a specific housing project that involves assistance from other governmental sources.
 - (5) Give the State, the U.S. Department of Housing and Urban Development (HUD), and any authorized representatives access to and the rights to examine all records, books, papers or documents related to the application and grant.
- (m) It will comply with all parts of Title 1 of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws and regulations.

**SIGNATURE PAGE
APPLICANT STATEMENT OF ASSURANCES AND CERTIFICATIONS
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
BUSINESS LOAN FUNDS**

Signature, Chief Elected Official
Chair, Eagle County BOCC

Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Garfield County BOCC

Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Grand County BOCC

Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Jackson County BOCC

Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Moffat County BOCC

Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Pitkin County BOCC

Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Rio Blanco County BOCC

Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Routt County BOCC

Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Summit County BOCC

Date

**SUGGESTED FORMAT-CITIZEN PARTICIPATION PLAN
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
BUSINESS LOAN FUNDS**

Pursuant to Section 104(a)(3) of the Housing and Community Development Act of 1974, as amended, this Citizen Participation Plan is hereby adopted to ensure that the citizens of **EAGLE COUNTY** (City, Town or County), particularly persons of low and moderate income residing in slum and blight areas and in areas in which CDBG funds are proposed to be used, are provided the opportunity and encouraged to participate in the planning and implementation of CDBG-funded activities.

PUBLIC HEARING

Public hearings will be the primary means of obtaining citizen views and responding to proposals and questions related to community development and housing needs, proposed CDBG activities and past CDBG performance.

Prior to submitting a CDBG application to the State, the **EAGLE COUNTY** (City, Town or County) will conduct at least one public hearing to identify community development and housing needs, including the needs of low and moderate income persons, as well as other needs in the community that might be addressed through the CDBG program, and to review proposed CDBG activities and the past performance of the **NWCCOG** in carrying out its CDBG responsibilities. In the event CDBG funds are granted by the State, the **EAGLE COUNTY** (City, Town or County) will conduct at least one additional public hearing to allow citizens to review and comment on its performance in carrying out its CDBG program.

A formal public notice will be published in a newspaper of general circulation in the jurisdiction's area at least five (5) days prior to the public hearings. In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to publish a notice pertaining to the public hearing in at least one newspaper of general circulation in each jurisdiction and each participating jurisdiction is required to hold at least one public hearing. A public notice will also be posted in the **EAGLE COUNTY** (City Hall, Town Hall or County Courthouse) and in other places frequented by the public, especially low and moderate income persons and persons benefitting from or affected by proposed CDBG activities. As circumstances warrant and as the **EAGLE COUNTY** (City, Town or County) determines necessary or appropriate, participation may additionally be specifically solicited from persons of low and moderate income, those benefitting from or affected by CDBG activities and/or representatives of such persons. Hearings will be held at times and locations convenient to potential and actual beneficiaries, and with accommodation for the handicapped. In the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate, arrangements will be made to have an interpreter present.

PUBLIC INFORMATION AND RECORDS

Information and records regarding the proposed and past use of CDBG funds will be available at **NWCCOG 249 Warren Avenue, Silverthorne, CO 80498** during regular office hours. The public will be so informed by public notice. Special communication aids can be made available to persons upon request.

TECHNICAL ASSISTANCE

The **EAGLE COUNTY** (City, Town or County) will provide technical assistance to groups representative of persons of low and moderate income that request assistance in developing CDBG proposals. The level and type of assistance appropriate will be determined by the **EAGLE COUNTY** (City, Town or County) based on its ability to provide or arrange for such assistance, the cost of providing such assistance and other relevant factors.

WRITTEN COMMENTS AND RESPONSES

The **EAGLE COUNTY** (City, Town or County) will respond to written complaints and grievances in writing in a timely manner. When practicable, such written responses shall be made within fifteen (15) working days.

NOTE: CITIZEN ADVISORY COMMITTEES ARE NOT REQUIRED. IF ONE IS PROPOSED, HOWEVER, THE COMMITTEES' ROLE AND COMPOSITION SHOULD BE INCLUDED IN THIS CP PLAN.

**SIGNATURE PAGE
APPLICANT STATEMENT OF ASSURANCES AND CERTIFICATIONS
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
BUSINESS LOAN FUNDS**

Signature, Chief Elected Official
Chair, Eagle County BOCC

Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Garfield County BOCC

Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Grand County BOCC

Title and Jurisdiction (Typed or Printed)

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Chair, Jackson County BOCC

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Chair, Pitkin County BOCC

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Signature, Chief Elected Official
Chair, Rio Blanco County BOCC

Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Routt County BOCC

Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Summit County BOCC

Date

**SUGGESTED FORMAT
PUBLIC NOTICE AND NOTICE OF PUBLIC HEARING
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
BUSINESS LOAN FUNDS**

The **EAGLE COUNTY** (City, Town or County) plans to submit a Community Development Block Grant (CDBG) application to the State of Colorado, Department of Local Affairs, c/o the Office of Economic Development and International Trade. CDBG funds are intended to provide decent housing, suitable living environments and economic opportunities, principally for low and moderate income persons through rehabilitation and preservation, economic development (generally job creation/retention) and public facilities improvements. In regards to all FY 19 CDBG programs, it is estimated that \$10,055,294 will be available statewide for distribution to units of general local government in the state's nonentitlement areas. For economic development projects, it is estimated that \$ 3,217,878 will be available statewide for distribution for economic development to units of general local government in the state's nonentitlement areas.

The application being considered would request \$580,000.00* for _____* Business Assistance & Administration (Project Description). It is estimated that approximately 60 %* of the funds would benefit low and moderate income persons. Permanent involuntary displacement of neighborhood persons or businesses is not anticipated. Should it later become necessary to consider such displacement, alternatives will be examined to minimize the displacement. If no feasible alternatives exist, required/reasonable benefits will be provided to those displaced to mitigate adverse effects and hardships. Any low and moderate income housing which is demolished or converted will be replaced.

A **public hearing** will be held at _____ (Time) on _____ (Day, Date) at the **EAGLE COUNTY, 500 Broadway, Eagle, CO 81631** (Location) to obtain citizen views and to respond to proposals and questions related to:

- 1 the proposed CDBG application for the above-referenced economic development activities; &
- 2 community development , including the needs or low and moderate income persons, as well as other needs in the community that might be addressed through the CDBG program; and
- 3 the performance of the **EAGLE COUNTY** (City, Town or County) in carrying out its community development responsibilities.

Written or emailed comments are also welcome and must be received by _____ (Date) at **NWCCOG, 249 Warren Ave. Silverthorne, CO 80498**. Oral, written or email comments will be considered in deciding whether to submit an application for the proposed project. Written summary information will be available at NWCCOG, 249 Warren Avenue, Silverthorne, CO on January 6, 2020 until _____ (Date) on any CDBG application(s) **EAGLE COUNTY** _____ (City, Town or County) intends to submit to the state. A copy of the application(s) as submitted to the state will be available for public review at **NWCCOG, 249 Warren Ave. Silverthorne, CO 80498** after _____ (Application Submission Date).

Information and records regarding the **EAGLE COUNTY** (City's, Town's or County's) proposed and past use of CDBG funds are available at **NWCCOG, 249 Warren Ave. Silverthorne, CO 80498** during regular office hours. Advance notice is requested. If special accommodations are needed, please notify the **EAGLE COUNTY** (City, Town or County) so that the appropriate aids can be made available. Email comments to jill.klosterman@eaglecounty.us.

NOTE 1: THIS NOTICE MUST BE PUBLISHED IN A NEWSPAPER OF GENERAL CIRCULATION IN THE JURISDICTION AT LEAST FIVE (5) DAYS PRIOR TO THE PUBLIC HEARING. It should also be posted in the City Hall, Town Hall or County Courthouse and in other places frequented by the public--ESPECIALLY LOW AND MODERATE INCOME PERSONS BENEFITTING FROM OR AFFECTED BY PROPOSED CDBG ACTIVITIES.

NOTE 2: EACH APPLICANT PARTICIPATING DIRECTLY IN A MULTI-JURISDICTIONAL PROJECT IS REQUIRED TO CONDUCT A PRE-APPLICATION PUBLIC HEARING AND TO PROVIDE PUBLIC

NOTICE. THE PUBLIC NOTICES MAY BE COMBINED WITH NOTICES FOR OTHER NON-CDBG ACTIVITIES AND THE PUBLIC HEARINGS MAY COVER THE CDBG APPLICATION PLUS THE OTHER NON-CDBG ACTIVITIES.

- * For projects with more than one activity, provide the estimated amount for each activity and the estimated percentages by which each activity will benefit low and moderate income persons.
- ** For multi-jurisdictional applications, written summary information and a copy of the application must be available for public review in each participating jurisdiction, as required by HUD

**SUGGESTED FORMAT
RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
BUSINESS LOAN FUNDS**

The **EAGLE COUNTY** (City, Town or County) will replace all occupied and vacant occupiable low/moderate income dwelling units demolished or converted to a use other than as low/moderate income housing as a direct result of activities assisted with CDBG funds, as required by Section 104(d) of the Housing and Community Development Act of 1974, as amended (the Act), and implementing regulations at 24 CFR 570.496a.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the **EAGLE COUNTY** (City, Town or County) will make public and submit to the State the following information in writing:

1. Description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units; and
6. The basis for concluding that each replacement dwelling unit will remain a low/moderate income dwelling unit for at least 10 years from the date of initial occupancy.

The **EAGLE COUNTY** (City, Town or County) will provide relocation assistance, as described in 570.496a(b)(2), to each low/moderate income household displaced by the demolition of housing or by the conversion of a low/moderate income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the Act, the **EAGLE COUNTY** (City, Town or County) will take the steps indicated below to minimize the displacement of persons from their homes:*

*** The following are examples of steps to minimize displacement. The first two are required. The others are optional. Only check those which are appropriate for the project and local circumstances. Add other steps as necessary or appropriate.**

- Consider all practical alternatives to any proposed project which may result in residential displacement. Alternatives to be considered include other sites for the proposed facilities/project. Also to be considered are the costs and benefits, both financial and nonfinancial, of each alternative.
- Provide counseling and referral services to assist displacees to find alternative housing in the community.
- Work with area landlords and real estate brokers to locate vacancies for households facing displacement.

- _____ Stage rehabilitation of assisted housing to allow tenants to remain during and after rehabilitation, working with empty buildings or groups of empty units first so they can be rehabilitated first and tenants moved in before rehab on occupied units or buildings is begun.
- _____ Establish temporary relocation facilities in order to house families whose displacement will be of short duration, so they can move back to their neighborhoods after rehabilitation or new construction.
- _____ Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent their placing undue financial burden on long-established owners or on tenants of multi-family buildings.
- _____ Develop displacement watch systems in cooperation with neighborhood organizations to continuously review neighborhood development trends, identify displacement problems, and identify individuals facing displacement who need assistance.

Signature, Chief Elected Official
Chair, Eagle County BOCC

Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Garfield County BOCC

Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Grand County BOCC

Title and Jurisdiction (Typed or Printed)

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Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Moffat County BOCC

Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Pitkin County BOCC

Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Rio Blanco County BOCC

Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Routt County BOCC

Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Summit County BOCC

Date

**SUGGESTED FORMAT
INTERGOVERNMENTAL AGREEMENT
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
BUSINESS LOAN FUNDS**

THIS AGREEMENT, made this _____ day of _____, 2020, by and among the following:

1. Eagle County, Colorado
2. Garfield County, Colorado
3. Grand County, Colorado
4. Jackson County, Colorado
5. Moffat County, Colorado
6. Pitkin County, Colorado
7. Rio Blanco County, Colorado
8. Routt County, Colorado
9. Summit County, Colorado

WHEREAS, the parties to this Agreement have the authority pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, et. seq., Colorado Revised Statutes, to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually.

WHEREAS, the parties to this Agreement desire to cooperate in developing and carrying out a Community Development Block Grant (CDBG) project, the purpose of which is to:

Support business activities for which credit may not be otherwise available on terms and conditions which would permit completion and/or successful operation or accomplishment of the project in the defined eligible areas to create and/or retain employment opportunities primarily for persons from low and moderate income households.

NOW THEREFORE, the parties hereby mutually agree as follows:

1. Designation of Lead Party: **EAGLE COUNTY**
(Lead Party) shall act as the lead party in developing and carrying out said proposed CDBG project.
2. Responsibilities of Lead Party: In its capacity as Lead Party, **EAGLE COUNTY** (Lead Party) shall be the lead jurisdiction in making application to the State Department of Local Affairs (State) for CDBG funds and shall be the grantee of the State for such funds, if awarded. As the grantee of the State, it shall be fully and solely responsible to the other parties to this Agreement for compliance with all financial management, environmental review, labor standards, civil rights, recordkeeping, reporting and other requirements of the CDBG program contained in the Applicant Statement of Assurances and Certifications, and in the grant contract with the state, except those specified in Paragraph 3 hereinafter.

3. Responsibilities of All Parties: Each party to this Agreement shall be **individually** responsible for compliance with the following requirements of the CDBG program:
- a) adopting a required Citizen Participation Plan, and providing to its citizens information and opportunities to comment as required by the State in developing an application and in substantially changing project activities;
 - b) identifying its community development and housing needs, including the needs of low and moderate income persons, and the activities to be undertaken to meet such needs;
 - c) adopting a required Anti-displacement and Relocation Assistance Plan which calls for replacement of demolished or converted low/moderate income housing units and provision of necessary relocation assistance; and
 - d) taking actions to affirmatively further fair housing.

Furthermore, each party shall provide documentation to **EAGLE COUNTY** (Lead Party) demonstrating its compliance with the requirements specified in the Paragraph 3 and **EAGLE COUNTY** (Lead Party) shall retain such documentation and other required records and documents for the period of time specified by the State.

4. Contracting: **EAGLE COUNTY** (Lead Party) shall contract with NWCCOG and Northwest Loan Fund or, with other eligible individuals or entities to carry out all ordinary daily operations and any portion of the responsibilities assumed by **EAGLE COUNTY** (Lead Party) under this Agreement and its grant contract with the State.
5. Term of Agreement: This Agreement shall remain in full force and effect for so long as the parties to this Agreement are pursuing CDBG funding for said proposed project or, if awarded, carrying out such project activities. Any party to this Agreement may, however, terminate its participation in this Agreement six months after providing written notice of such termination to the other parties of this Agreement. This Agreement may be terminated at any time by agreement of all parties to this Agreement unless a grant contract is in effect with the State. In this case, the State must approve such termination and arrangements for completing the project.
6. Modification and Changes: The terms of this Agreement may be modified or changed at any time by agreement of all parties to this Agreement.

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

(Lead Party is Eagle County):

Signature, Chief Elected Official
Chair, Eagle County BOCC
Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Garfield County BOCC
Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Grand County BOCC
Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Jackson County BOCC
Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Moffat County BOCC
Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Pitkin County BOCC
Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Rio Blanco County BOCC
Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Routt County BOCC
Title and Jurisdiction (Typed or Printed)

Signature, Chief Elected Official
Chair, Summit County BOCC



COUNTY MANAGER'S OFFICE

970.453.3402 ph | 970.453.3535 f 208 East Lincoln Ave. | PO
Box 68

STAFF REPORT

TO: Board of County Commissioners of Summit County

FROM: Scott Vargo, County Manager
Jeffrey L. Huntley, County Attorney

DATE: January 28, 2020

SUBJECT: Approval of a Property Exchange and Purchase Agreement

BACKGROUND

Attached for your review is a proposed Property Exchange and Purchase Agreement in substantially the same form as before you. Please authorize the execution of the agreement by Scott Vargo.



TRANSIT DEPARTMENT

970.668.0999 ph | 970.668.4165 f
www.SummitStage.com

0222 County Shops Rd. | PO Box 2179
Frisco, CO 80443

STAFF MEMO

TO: Board of County Commissioners
Scott Vargo, County Manager
Jeff Huntley, County Attorney

FROM: Curtis Garner, Transit Director

DATE: January 23, 2020

SUBJECT: Discussion of Collective Bargaining Agreement with ATU Local 1751

BACKGROUND:

In July of 2001, Summit Stage drivers certified the Amalgamated Transit Union Local 1751 (ATU) as the collective bargaining unit for all full time and part time drivers. The first collective bargaining agreement (CBA) with the ATU was executed in the Fall of 2002. The most recent version of the CBA was for a six-year term and was effective July 1, 2014 through June 30, 2020, with one wage-opener negotiated and adopted in 2016.

The County and ATU opened the CBA again this past July in order to address wage concerns shared by both the County and ATU. Negotiations were conducted over a four-month period beginning in August, 2019. The updated CBA incorporating the changes (summarized below) has been approved by the bargaining committee, and submitted to the ATU members for ratification following minor revisions and final vetting by County staff and review by outside labor counsel.

Below are the substantive changes to be included in the revised CBA:

30 Month Contract Term

1. The new CBA will be retroactive to January 1, 2020 through June 30, 2022. The ATU is interested in a more complete revision of the CBA as soon as possible, but did not want to delay the wage increase with a more comprehensive renegotiation at this time. County staff preferred a longer-term agreement. An extension of two years beyond the original expiration was the compromise reached by the parties.

Article V - Definitions

1. Seasonal Drivers - Seasonal drivers are now included in the CBA, and the combined number of seasonal and part-time drivers increased from 10% to 20% of the budgeted

driver workforce. Seasonal bus drivers will receive the same benefits and wage increases as other seasonal County employees.

2. Regular Part-time Bus Operator - Revised definition to match the part-time employee definition that will be utilized by the rest of the County, i.e. an employee who must work a minimum of twenty (20) and a maximum of thirty seven (37) hours per week over a 12-month period.

Article XI - Scheduling, Work Assignment Bidding and Special/Extra-Territorial Routes

1. Bidding Vacant Shifts - The amount of time when a vacant shift could be bid was reduced from 6 months to 60 days.
2. Extra-Territorial Routes - Replaced all language referring to the "Lake County Service" with "Extra-territorial Routes" to reflect expansion of service into Park County and possible additional future service. Removed all extraneous language and replaced with bidding process recognizing seniority specific to these routes for purposes of shift selection.

Article XV - Wages

1. This section specifies that the new wage agreement will become effective January 1, 2020.
2. Drivers have opted out of the previous step-increase wage structure defined by years of service. A new salary classification was created for Summit Stage drivers, with a starting wage of \$19.30 per hour, which is at the 60th percentile for transit drivers, consistent with County policy and practice.
3. Summit Stage drivers will be subject to the same market evaluation and merit-based salary and pay scale adjustment policy and practices as all other County employees.
4. Removed all language referencing how the step-increase system is unique to employees represented by the ATU would be reconciled with other County employee groups.

Article XVI - Performance Bonus

1. Changed the language to reflect current practice, which is to make available a quarterly bonus of \$300 to each eligible driver.

STAFF RECOMMENDATION:

Staff recommends approval of the revised Collective Bargaining Agreement with the changes as proposed and agreed upon, to be effective Jan. 1, 2020.

SUMMIT COUNTY GOVERNMENT/ATU LOCAL 1751
NEGOTIATED COLLECTIVE BARGAINING AGREEMENT

January 1, 2020

AGREEMENT

Between

SUMMIT COUNTY GOVERNMENT

And

AMALGAMATED TRANSIT UNION

LOCAL 1751, AFL-CIO

This AGREEMENT is between SUMMIT COUNTY GOVERNMENT (hereinafter called the Employer and/or the County, and/or Management) and AMALGAMATED TRANSIT UNION, LOCAL 1751, AFL-CIO (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours and other conditions of employment of those employees for whom the Employer has recognized the Union as the exclusive collective bargaining representative.

ARTICLE I – SUBORDINATION OF AGREEMENT

It is understood that the parties hereto and all interests represented thereby are governed by the provision of applicable state and federal laws. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said state and federal laws are paramount and shall prevail. Specifically, this Agreement is subject to the Colorado Labor Peace Act, in lieu of the federal National Labor Relations Act, and has been negotiated and executed pursuant to the provisions of such state law.

ARTICLE II – RECOGNITION AND BARGAINING UNIT

The Employer recognizes the Union as the exclusive collective bargaining representative for the Summit Stage Bus Operators. It is further agreed that supervisors, managers, and confidential employees and all other Summit County Government employees not expressly designated in such collective bargaining unit are specifically excluded.

ARTICLE III – UNION MEMBERSHIP AND DUES

- A. The Union is recognized as a voluntary association of its participating members. Accordingly, the choice of whether to join or not join the Union is one that each Bus Operator is free to make without coercion from anyone. Furthermore, this choice will have no effect on the operator's employment status or promotional opportunities with the County.

- B. The Employer agrees to deduct from the bi-weekly paycheck of each employee who has so authorized it the regular initiation fees, regular dues, and assessments uniformly required of members of the Union, or in lieu thereof, the service charge. The amounts so deducted shall be transmitted bi-weekly to the Union on behalf of the employees involved. The Union shall be responsible for providing Employer with standardized authorizations in an updated fashion for every employee who has agreed to such automatic deductions. Such authorization by each individual employee shall be on a standard form, in accordance with the requirements of the Colorado Labor Peace Act, and may be revoked by the employee upon request and the Union so notified.

ARTICLE IV - MANAGEMENT RIGHTS

A. Except as expressly and specifically abridged, delegated, granted, or modified by other provisions of this Agreement, the Employer retains the right to manage its business and direct its working force. Without in any way limiting the foregoing, the right to manage its business and direct its working force includes:

The sole, exclusive, and unqualified right to:

1. Hire, train, and supervise its employees.
2. Select, promote, or transfer employees to supervisory or managerial positions or positions outside the bargaining unit.
3. Determine the qualifications of employees, including the right to determine job content, to establish production and performance standards, and to develop new or revised job descriptions and classifications, except as such rights are further qualified, defined, or limited by other provisions of this Agreement.
4. Schedule operations and determine the number and commencement of work shifts, including the number of employees and jobs to be assigned to each shift.
5. Extend, maintain, or curtail operations of its business.
6. Determine the amount and type of equipment to be used and the processes, techniques, methods, and means of operation, maintenance, and distribution.
7. Determine the control and use of Employer's property, material, machinery, or equipment, and introduce new and/or improved or different equipment and methods or change existing methods, facilities, or procedures.
8. Promote or transfer any employee within the bargaining unit; provided, however, that such right will be limited by the applicable seniority requirements.
9. Lay off, suspend, discipline, or discharge for just cause, any employee.
10. Establish reasonable company rules which will not conflict with the provisions of the Agreement. The Employer agrees that the application and enforcement of any of its rules shall be uniform and consistent with respect to all employees.

11. Employ new technologies including, but not limited to, video/camera systems, GPS, mobile data computer/terminals, and other current or future technologies designed for the support of Transit operations. Disciplinary actions using any technologies will be subject to policies developed by management with review by the Union, unless otherwise included herein.

The above rights of management are not all-inclusive, and not set forth for purposes of limitation, but instead indicate the type of matters or rights which belong to or are inherent to management.

The management rights enumerated herein are deemed to be inherent rights as owner and proprietor of the transit system at issue, and not subject to the Grievance Procedure set forth in this Agreement. Nonetheless, the Employer and the Union agree that any matter which is deemed to be subject to the Grievance Procedure under this Agreement shall not be excluded from said process merely because it relates to the application of any particular management rights.

- B. The parties to this Agreement have discussed the subcontracting of any element of work currently being performed by bargaining unit employees. In accordance with such discussion, the parties concur that the Employer has the right to subcontract to outside parties for any of its operations, processes, or services currently being performed by bargaining unit employees, subject to the following process and limitations:
 1. If the Employer deems it necessary to subcontract out any work contemplated by this section, the parties agree to make best efforts, in good faith, to minimize the effects of subcontracting on the job security of the employees, and will work in a collaborative fashion to that end.
 2. When, in the sole judgment of the Employer, subcontracting of any existing operations, processes, or services becomes necessary or desirable, the Employer will notify the Union. If the Union desires to discuss the effects on the job security of the employees, the parties will meet for that purpose.
 3. If any such work to be contracted out is set out for public bid, for the purposes of obtaining such services through a private provider, the employer shall incorporate, as a standard element of bidder qualifications and a relevant selection consideration in any such bidding process, the ability of the bidding party to provide employment opportunities at current rates of pay to any employees in the collective bargaining unit who are displaced or negatively impacted by such subcontracting of work.

4. If a subcontractor is selected that subcontractor will be required to meet with Union officials to discuss the existing Union Agreement and possible employment transitions for affected employees. The subcontractor's request for this meeting shall occur prior to any layoffs.
5. The Employer agrees to delay layoffs caused by the subcontracting until at least three (3) weeks subsequent to its notice to Union of its intention so that the parties have ample time to suggest methods of avoiding the layoffs or minimizing their adverse effects.
6. The parties hereto agree that such limitations on subcontracting of work shall not apply to any existing or historical subcontracting of work assignments outside of work currently being performed by bargaining unit employees, including, without limitation, the established pattern of subcontracting out the Keystone/Arapahoe Basin shuttle during ski seasons.
7. The Employer reserves the right to determine the number and location of the Employer's facilities. The Employer agrees that it will not exercise this right for the sole purpose of escaping or avoiding any of the provisions of this Agreement.

ARTICLE V – DEFINITIONS

- A. Regular Full-time Bus Operator– An employee who is regularly scheduled to work and guaranteed forty (40) hours per week for 12 months per year and who has been hired or promoted to the position of Regular Full-time Bus Operator. This definition also includes those Regular Full-time Bus Operators that have been assigned to the Extra Board or those Regular Full-time Bus Operators that have selected a biddable Extra Board shift.
- B. Regular Part-time Bus Operator- An employee who is regularly scheduled to work an average of between twenty (20) and thirty-seven (37) hours per week for 12 months per year. Part-time employees must be available to work 4 out of 7 days per work week. Approval of such positions and hiring decisions will be at the sole discretion of Management. Requests for this status must be made to the Transit Operations Manager, or in his absence the Transit Director. Current employees must submit any request for Part-Time status during an open period, as posted by the Operations Manager. Request to return to full time status will be as per policy set forth by Management. No more than 20% of the bus operator positions budgeted by the County in any given fiscal year can be part-time and/or seasonal at any time
- C. Seasonal Full-Time Bus Operator- An employee who is regularly scheduled to work an average of at least 38 hours per week for at least three months but less than twelve months per year.

- D. Seasonal Part-Time Bus Operator- An employee who is scheduled to work an average of twenty or more hours, but less than 37 hours per week for at least three months but less than twelve months per year. Seasonal Part-Time employees must be available to work 4 out of 7 days per work week.
- E. Regular run – A work assignment scheduled for the duration of the bid period, and which excludes open shift assignments which may total up to forty-two (42) hours per week.
- F. Temporary Bus Operator- An employee who works less than 20 hours per week indefinitely or any number of hours for less than 3 months. Requisite availability for work will be agreed upon by Employee and Employer on a case-by-case basis. Approval of such positions and hiring decisions will be at the sole discretion of Management. Current employees must submit any request for Temporary status to the Operations Manager.
- G. Extra Board-Open shifts assigned to Bus Operators and totaling up to forty-two (42) hours per week. Other than official time off requested and approved, operators must be available 5 out of 7 days per week. Their schedule is subject to change on a daily basis and these operators must check with Dispatch daily, to find out if their shift for the next day has changed. Extra Board operators must submit requests for certain days off on the standard PTO request form and such requests must be submitted 2 weeks in advance. Temporary Bus Operators and Regular Part-time Bus Operators receive their shifts through the Extra Board system unless otherwise determined by Management.

A detailed job description of the duties for all Bus Operators, subject to formal modification from time to time upon notice to the Union and an opportunity to collaborate regarding such changes, shall be available at all times in the Summit Stage/Transit Department and Human Resources Department.

- H. When circumstances demand additional operator resources at management discretion those individuals not covered by the CBA who are properly licensed and trained may be used as operators.
- I. Light Duty - The County has discretion to place Bus Operators on light duty assignments due to job-related injuries. These assignments may be in areas outside the Summit Stage and may include responsibilities not specifically referenced in the job description of a Summit Stage Bus Operator; Management will attempt to coordinate light duty assignments with the individual, however light duty assignments may not follow the operator's regular schedule. Appropriate consideration will be given to the specific light duty restrictions for each employee. Management will determine overall appropriateness of non-Summit Stage light duty assignments.

ARTICLE VI – UNION ACTIVITIES

- A. Visitation: Local representatives of the Union are anticipated to perform their work related duties on site, and thus are allowed to visit the work location for such purposes. Moreover, such local representatives may examine the work location of employees covered by this Agreement at a reasonable time for the purpose of investigating conditions on the job, provided they notify the Transit Director at least twenty four hours in advance that they will be on site for such purposes.

- B. Authorized representatives of the Union, who are not local representatives, may, after providing three (3) days written notice to the Transit Director, visit the work location of employees covered by this Agreement at a reasonable time for the purpose of investigating conditions on the job.

- C. All such local and non-local representatives shall confine their activities during said investigations to matters relating to this Agreement, and shall not act to disrupt operations of employers in the course of such investigations.

- D. Conduct of Union Business: Employer work hours shall not be used by employees or Union representatives for the conduct of Union business or the promotion of Union affairs.

- E. Identification of Union Representatives: The Union shall provide the Employer, in writing, with the names of the representatives who are authorized to administer grievances on behalf of the Union and those individuals serving as shop stewards.

- F. Union Bulletin Boards: The Employer shall provide one Union bulletin board at the Summit Stage Operations Base in Frisco and at any additional locations established during the term of this Agreement where drivers are required to report to work. Postings by the Union and its members shall be confined to such boards and shall be limited to the official business of the Union. Accordingly, the Union and the Employer concur that no such Bulletin Board shall be utilized as or presented as a public forum for communication in any manner, and shall work cooperatively to ensure that said boards are managed appropriately in accordance with such expectations. The Union shall make good faith efforts to advise its individual members of the limitations of the use of the Bulletin Boards in accordance with this provision, and ensure that all postings on said board by individual members meet the confines of the limited uses provided for herein.

- G. Union communications may be distributed to active union members through the use of mailboxes provided in the break room.

- H. Leave for Business Representative: The Transit Operations Manager or in the absence of the Manager, the Transit Director may approve leave without pay for any employee whom the Union has identified in writing as being the Business Representative or other Union official locally engaged in the business of the Union.
- I. Union Leave of Absence: Time off without pay to attend meetings requested by the employer may be granted to authorized representatives of the Union.
- J. Union Officials Leave of Absence: A minimum of seventy-two (72) hours advance written notice will be given by the Union. The Employer will grant no more than 4 union officials time off on the same date. No union official will have more than twenty (20) hours of Union Leave of Absence per calendar year unless requested by the Union and approved by both parties. When available, employees may utilize their vacation time during these absences.
- K. Union Business Relief: An employee relieved from work for Union business shall not be penalized, for the purposes of benefit accrual, more than the time lost at the straight time rate. Said limitation shall not apply to the calculation of time worked in any week for purposes of overtime calculations.
- L. Use of Vacation for Union Business: when available, employees may utilize unlimited vacation days for Union business. A minimum of seventy- two (72) hours advance written notice will be provided to appropriate supervisors.

ARTICLE VII – PROBATIONARY EMPLOYMENT

- A. All Bus Operators will be hired as probationary employees. The probationary period for all new hire employees and current employees that move into new positions shall last for a duration of six (6) months and shall commence on the date of hire. The Union may actively recruit new members during their probationary period after the new operator has been employed for ninety (90) days.
- B. Probationary periods may be extended on a day-for-day basis equivalent to actual workdays lost.
- C. An extension of an employee's probationary period may be offered to any employee in lieu of termination, subject to the acceptance of that employee, in the event the Employer determines such an extension may aid in retaining the employee.
- D. For the duration of the probationary period, continued employment is subject to managerial discretion and not subject to the policies and procedures for discipline and grievances set forth herein and in the adopted Summit County Human Resources Personnel Policies and Documents.

ARTICLE VIII – DISCIPLINE

- A. An employee may be suspended without pay, demoted, or dismissed for just cause. The employee shall be given a copy of the notice of disciplinary action, which includes a statement of the reasons for the action.
- B. All disciplinary actions shall be conducted in accordance within the adopted Summit County Human Resources Personnel Policies and Documents, including without limitation the corrective action and progressive discipline procedure as set forth therein. Disciplinary matters shall proceed in consideration of the general rules of conduct set forth in the adopted Summit County Human Resources Personnel Policies and Documents and the specific rules of conduct as set forth in the Summit Stage Driver Manual.
- C. Any disciplinary actions which are to become part of an employee's personnel file must be properly issued within fourteen (14) calendar days of the date the Employer gains knowledge of the occurrence which is the subject of such discipline. Management and the designated Union representative may mutually agree to extend this review time frame in good faith if more time is required to thoroughly complete an investigation. The employee will receive a copy of all such documents, and a copy shall also be made available to the local union representative by deposit at a designated receptacle on site.
- D. Before issuing disciplinary action, the Employer shall conduct an investigation and interview the affected employee.
- E. All disciplinary actions shall be presented to the Employee and the Employee shall be given the opportunity to read, sign, and acknowledge the disciplinary action. If the employee declines to sign the document, the Employer's witness may so designate such refusal in writing upon the document.
- F. Employees or the Employer may request the presence of a shop steward or other Union representative at disciplinary meetings.
- G. Neither signature nor designated refusal of acknowledgement shall constitute a waiver of any rights to which the employee is entitled, under this agreement or through any other proper lawful process.

ARTICLE IX – SENIORITY

For the purposes of application to all employees covered under the Collective Bargaining Unit represented herein, seniority is the length of continuous employment of an employee with the Employer commencing on the employee's last date of hire. Seniority as provided for herein is for the purposes of relative

ranking amongst employees covered under this Agreement. The Employer will determine seniority ranking as follows:

- A. All employees shall be given a seniority ranking by the Employer.
- B. The seniority ranking for Bus Operators is based on the date of hire or transfer into the position of Bus Operator. If more than one employee is hired on the same date, a lottery will be conducted by the Transit Operations Manager or in the absence of the manager, the Transit Director to determine seniority for those individuals.
- C. ATU and Stage management agree that for purposes of bidding and other seniority rights, these will accrue at the same rate for PT and FT drivers.
- D. An Employee who returns to service in the same position within thirty (30) days of separation may re-claim the former seniority ranking. Upon any separation from service of thirty (30) days or greater, except those due to authorized leaves of absence or lay off, the employee shall lose all claim to the seniority ranking held prior to such separation.
- E. With exception for unpaid personal leave as provided for in Subsection F below, seniority ranking will be properly adjusted for time spent away from work on authorized leaves of absence exceeding thirty (30) days with the exception of FMLA approved leaves and Workers' Compensation leaves.
- F. Bus Operators may request an Unpaid Personal Leave for up to the entire duration of the Summit Stage summer schedule. Such a leave may exceed the County policy limiting Personal Leaves to no more than six (6) months. Approval of such a leave request is at the full discretion of Summit Stage management and may be approved in an effort to reduce the number of layoffs that may be required during a winter to summer schedule transition. Bus Operators should be advised that they are not guaranteed a position reinstatement and are subject to all other adopted Summit County Human Resources Personnel Policies and Documents and benefit impacts for Unpaid Personal Leaves. Seniority will not accrue for the duration of the Unpaid Personal Leave.
- G. Subject to the specific provisions on layoff and recall set forth herein, seniority for purposes of ranking shall not be affected due to lay off.
- H. Employees who are promoted to a position not included in the bargaining unit shall have their seniority frozen and will lose said seniority at the conclusion of six months from the date of promotion. If any such employee chooses for a second time, after such initial period of promotion and return, to accept a promotion into a non-bargaining unit position, they will forfeit all seniority rights at the date of such promotion.

- I. An employee shall lose all seniority rights under any of the following circumstances:
 1. Voluntary resignation (subject to section D. of this article);
 2. Proper termination of employment;
 3. Absence without notification to the Employer for a period of greater than three (3) days;
 4. A break in service, due to lay off, exceeding one year in duration;
 5. Failure to report at the termination of any proper leave of absence or vacation period, without an extension of such period approved by the Employer, unless satisfactory reasons are given (subject to section D. of this article); or
 6. Securing other employment during a leave of absence, unless authorized in advance by Employer.

ARTICLE X – LAY OFF AND RECALL

- A. All lay offs and recalls provided for herein are intended to be in accordance with all applicable laws and regulations, including, without limitation, the WARN Act and Federal Transit Authority regulations.
- B. In the event of a system-wide lay off, the Employer shall determine which positions are to be reduced, utilizing the principle of seniority as set forth herein to determine which employees under such reduced position categories are to be laid off.
- C. Following a lay off in accordance with the order of seniority, the Employer may offer laid off Regular Full-time Bus Operators the opportunity for reassignment to any available assignment including the Extra Board if available.
- D. The Employer shall give affected employees the maximum amount of notice practicable, and in no case less than thirty (30) calendar days notice, prior to the effective date of such designated lay offs.
- E. In the case of a lay off a break in service will be defined as one (1) year.
- F. Seniority for benefits and pay adjustment purposes shall not accrue during lay offs exceeding thirty (30) days.
- G. All recalls shall be implemented without consideration of part-time or full-time status as shifts become available. Except as otherwise provided for herein, refusal of any proper offer of recall shall be considered a voluntary resignation of the employee so refusing.

- H. Employees laid off in excess of thirty (30) days shall be required to satisfy all eligibility requirements of newly hired employees. County retirement accounts will be handled based on their individual legal requirements in any rehire situation.
- I. Seniority ranking for purposes of shift selection and job bidding shall remain unchanged for anyone recalled within one year of lay off.
- J. The Employer shall recall employees in the reverse order of lay off. The Employer may offer laid off Regular Full-time Bus Operators the opportunity for reassignment to any available assignment including the Extra Board if available. Any employee who will not accept such reassignment shall be deemed to have waived their seniority ranking for all recall and job bid purposes, and shall not be entitled to continued priority in that regard.
- K. Notice of recall shall be sent to the laid off employees at their last known address by registered or certified mail. Laid off employees must notify the Transit Operations Manager or in the absence of, the Transit Director within ten (10) calendar days of the notice being mailed of their intent to return to work. It is the employee's responsibility to keep the Employer informed of his or her current address.

**ARTICLE XI – SCHEDULING, WORK ASSIGNMENT BIDDING, AND
SPECIAL/EXTRATERRITORIAL ROUTES**

- A. The Employer shall develop work assignments and conduct the bid, which is a period of time during which all regular runs and biddable Extra Board assignments are declared vacant and Full-time Bus Operators are permitted to select such runs by order of seniority.
- B. Regularly scheduled work assignments may include up to 42 hours per week. Overtime that is built into work assignments is not subject to overtime procedures detailed in Article XIII of the CBA. For the limited purposes of delineating such regularly scheduled work assignments, any such assignments proposed to include more than 42 hours must be approved by the ATU president in writing, and approved by County management as well.
- C. Summit Stage management will collaborate with driver representatives at least 60 days prior to the commencement of any new schedule to get feedback.
- D. Summit Stage management will determine the work assignments and shall provide notice of available work assignments with shift descriptions at least ten (10) calendar days prior to the commencement of the bid.

- E. The Employer shall schedule the bid so that it is completed at least ten (10) calendar days prior to the commencement of public service.
- F. Bus Operators shall choose work assignments in order of seniority ranking from a chart provided by the Employer.
- G. Each Bus Operator shall have fifteen (15) minutes to select a work assignment, at management discretion the bid period may be extended beyond 15 minutes based on operational necessity. A Bus Operator who fails to select a work assignment within the allowed time shall forfeit their turn temporarily. At any time after their scheduled time and prior to closing the bid, such operator may make a selection immediately after any driver in the process of making a selection completes their turn.
- H. Any Bus Operator who is at work at his or her appointed bid time or otherwise unavailable for good cause shall provide a written proxy bid, or otherwise communicate a proxy bid to the designated Dispatcher, or in the absence of designated Dispatcher, Transit Operations Manager, or in the absence of the Manager, the Transit Director, during the appropriate bidding period.
- I. Any Bus Operator who chooses not to select or accept a properly designated work assignment shall be deemed to have voluntarily resigned from his/her position.
- J. Any shifts not bid shall be assigned by the Employer.
- K. The Employer may revise work assignments as needed. If the total time of a bid work assignment changes by more than four (4) hours in a week or by more than two (2) hours in a day, other than the work assignment of the Bus Operator lowest in seniority, then the following procedure shall apply to the continued scheduling of such shift:
 - 1. The most senior affected employee ("SAE") shall have the option, but not the obligation, to request in writing that the Employer schedule a re-bid within twenty-one (21) calendar days of the date of change. Only the SAE and those employees junior to the SAE shall participate in and be affected by such a bid.
 - 2. If the SAE declines to proceed with such a bid, then the option to request such a re-bid shall be provided to the next most senior affected employee. This process shall become available to all affected employees in this manner in accordance with the order of their relative seniority.

- L. If a bid work assignment becomes available due to a change of status which is expected to last sixty days or longer, or extending to the end of the current bid period then the Employer will schedule a bid for all Bus Operators lower in seniority for the affected work assignments within twenty-one (21) calendar days of the date of determining that the change of status meets the above criteria.
- M. Dispatch Supervisors shall not, on any given day, remove a Bus Operator from his/her regularly bid work assignment for the purpose of reassignment to other duties, unless a legitimate operational need is articulated and presented to that driver. Dispatch Supervisors will work to find an alternate operator and return the displaced operator to their regularly bid work assignment as soon as possible.
- N. Extra Board scheduling and procedural items are available in the Extra Board procedures document posted in the "Vac" book and provided to all Bus Operators upon hiring.
- O. Special/Extraterritorial Routes and related Assignments and Shifts
 - 1. An extraterritorial route is defined as one which begins service outside of Summit County.
 - 2. Management reserves full discretion, under the management rights provisions in Article IV of this agreement, and generally, to expand the service area of the Summit Stage beyond the currently designated areas, and beyond the legal boundaries of Summit County, Colorado, in the exercise of its sole discretion.
 - 3. Time spent driving an extra territorial route establishes a separate seniority specific to that route for purposes of bidding.

ARTICLE XII – VACATION SCHEDULING AND BIDDING

- A. The Employer shall determine the quantity of allowable vacation absences for each operational day during the term of the vacation bid, and in reflection of such determination, schedule vacation bids at least two (2) times per year. Relief drivers will be offered to Bus Operators whose bid time occurs while they are actively working for the Summit Stage.
- B. The quantity of allowable vacation absences will be proportional to the number of drivers working days vs number of drivers working nights as operation conditions and workforce availability allow.

- C. To qualify to participate in the vacation bid, employees must not be in probationary status.
- D. Employees shall choose vacation periods in order of seniority ranking in accordance with a seniority chart provided by the Employer.
- E. Employees shall make an initial selection in full working week (4-day or 5-day) increments of earned vacation time as well as a limited number of individual days no greater than the number of months in the bid period.
- F. Employees may only bid vacation hours that will have ordinarily been accrued as of the date of the vacation period, and Bus Operators assigned regular runs must bid vacation hours equal to the scheduled work hours for any day they bid to be on vacation.
- G. When requesting a day or days off Bus Operators will normally utilize the equivalent of a full shift in vacation hours per day off requested, however smaller increments shall be used to ensure that the total hours worked plus the vacation hours do not exceed 40 hours in the work period. Other than Article XIV, section B, vacation hours shall not be utilized in excess of the 40-hour guarantee.
- H. Any employee who is at work at his or her appointed bid time or otherwise unavailable for good cause shall provide a written proxy bid to the Transit Operations Manager, or in the absence of the Manager, the Transit Director during the appropriate bidding period. Relief drivers will be offered to Bus Operators whose bid time occurs while they are actively working for the Summit Stage.
- I. After the vacation bid is completed, any employee who declined to select a vacation period or has additional accrued vacation time not expended in the vacation bid process may select any unbid vacation days on a first-come, first-served basis limited to hours of vacation accrued at the time of selection and not otherwise committed to a bid vacation period.
- J. Advance "special vacation" requests beyond bid periods must be submitted in writing to the Operations Manager. The Operations Manager will consider the requests on a first-come first-serve basis. Final decision will be based on the operational needs of the Summit Stage. Requests are subject to:
 - 1. Must be made at least 30 days in advance of the bid period in which the dates occur.
 - 2. Must be no more than a year in advance.
 - 3. Must be for a minimum of one week and a maximum of four weeks.
 - 4. No more than one driver off at one time.
 - 5. Must be for special situations only.

6. Frequency of requests will be taken into consideration.
7. Management may require documentation to support the special vacation request.

ARTICLE XIII –OVERTIME

The Employer may require overtime work from all employees. Overtime for Bus Operators is paid at a rate of 1.5 times the regular rate of pay for each hour worked in excess of forty (40) hours per week (Sunday 12:01 a.m. through Saturday Midnight). Unfilled shifts will be posted to the Extra Board and will be filled using the following procedure:

- A. All open assignments will ordinarily be filled first by Extra Board Bus Operators. Assignments to Extra Board Bus Operators will be made on a rotational basis. The Dispatch Supervisor will ordinarily make assignments no later than twenty-four (24) hours prior to the scheduled start time of the shift. The Employer reserves the right to disqualify any employee who has already received shift work at an overtime rate for that week. The Employer also reserves the right to use other qualified staff to perform assignments in the case of operational necessity.
- B. Bus Operators may notify a Dispatch Supervisor of their interest in working an open shift no later than three days prior to the week being assigned. The Dispatch Supervisor will keep a list of interested operators on the overtime sign-up list in the "Vac" book. No later than twenty-four (24) hours prior to the scheduled start time of the posted shift, the Dispatch Supervisor will assign the shift to an eligible Bus Operator with the most seniority who has not already received an extra shift for that week, unless the shift has already been taken. After the shift has been assigned, but no later than twelve (12) hours prior to the start time of that shift, the Dispatcher Supervisor may reassign the shift to any other qualified Bus Operator if any part of the shift would be paid at an overtime rate.
- C. When work becomes available within twenty-four (24) hours, but not less than eight (8) hours of the established start time of a vacant shift, the Dispatch Supervisor will assign the work to an Extra Board Bus Operator or, if no such Extra Board Bus Operator is available, call the operators on the overtime sign-up list for that day (specific to day or night work) in seniority order. The work will be offered to the most senior Bus Operator not already scheduled for an extra shift that week.
- D. If a shift is, or becomes, vacant within eight (8) hours of the scheduled start time of the shift, the Dispatch Supervisor may assign the shift to any qualified staff member, subject to the provisions of Article XXI herein.

- E. When it is necessary to require overtime work the Employer will assign the work in reverse order of seniority.

ARTICLE XIV --BENEFITS

- A. The Union and the Employees represented thereby, as employees of the Summit County Government, shall continue to fully participate in and be entitled to all County-wide benefit programs, including, without limitation, the following:
 - 1. Welfare and Retirement Benefits, as set forth by the Summit County Human Resources Department and Summit County plan documents
 - 2. Paid Time Off, as set forth by the adopted Summit County Human Resources Personnel Policies and Documents and subject to the vacation scheduling procedures as set forth herein, except that sick leave, vacation leave, and holiday pay shall be prorated based on the basic work schedule of a set presumptive number of hours that is recorded within the employee's personnel record for Regular Part-time Bus Operators.
 - 3. Short Term Disability, as set forth in the Short Term Disability Guideline;
 - 4. Family and Medical Leave, as set forth in the Family and Medical Leave Guidelines;
 - 5. Leaves of Absence, as set forth in the adopted Summit County Human Resources Personnel Policies and Documents Medical insurance premiums for Regular Part-time Bus Operators will be the County's part-time premium rate.
 - 6. All other benefits contemplated by the adopted Summit County Human Resources Personnel Policies and Documents not specifically altered herein.

Employee eligibility and costs will continue to be defined based upon the Employer's and individual benefit program definitions, as well as the adopted Summit County Human Resources Personnel Policies and Documents.

- B. Bus Operators shall have the opportunity once a year to elect to be paid for accrued vacation time, not to exceed 80 hours while retaining a minimum of 40 hours of accrued time.

- C. As a condition of continued eligibility for such benefit programs, all other County-wide personnel rules and procedures, as well as all rules and procedures already established and specific to the Summit Stage, shall apply to all Employees subject to this Agreement, except as specifically changed or modified by the Collective Bargaining Agreement.
- D. The County retains the sole right to modify, alter, change or eliminate its benefits and rules. Nothing in the plans of the County or rules of the County are subject to the Arbitration provisions of the Agreement. The Summit Stage Union-represented employees will be subject to the same changes as all other Summit County Government employees.

ARTICLE XV – WAGES

- A. Effective January 1, 2020, Bus Operator's hourly rate of pay will be based on the County T45 wage scale, which as of January 1, 2020 has a starting rate of \$19.30 per hour. Bus Operators shall be subject to the same annual adjustments as all other County employee wage scales, as determined at Employer's sole discretion.
- B. The Employer and Union recognize that the Employer has sole discretion in determining all wage scales, compensation plans, or annual adjustments. The Union recognizes that the Employer is not required to discuss any such changes with the Union in advance of making such changes. The Employer shall administer any annual increases to employees covered under this collective bargaining agreement in the same fair and consistent manner as other County employees.
- C. A premium of \$1.50 per hour shall be paid to any driver assigned to assigned but not bid extra-territorial routes.
- D. All Bus Operators assigned for work shall be paid for all report time or, if a run is assigned, for actual clock time. Bus Operators shall be guaranteed two (2) hours paid time for reporting to work, this guarantee will only be paid if it represents hours in excess of the Regular Part-time Bus Operator's regularly scheduled work, or if the Regular Full-time Bus Operators actual work hours equal or exceed the 40-hour guarantee for that work period.

An attendance occurrence is defined as a failure to report to work at the proper time and place or the failure to telephone at least two hours before the scheduled report time. If a Bus Operator has an attendance occurrence and appears for work after his/her scheduled time, he/she loses his/her run for the day and may work an alternate assignment that day. The employee's weekly guarantee also shall be reduced by eight (8) hours or ten (10) hours, as applicable, and the employee shall be paid only for the actual time worked that day.

- F. If Summit County Government implements a Lump Sum bonus payment for the majority of County employees, the Summit Stage Bus Operators will receive an equivalent bonus payment at that time and in the same manner.

ARTICLE XVI - PERFORMANCE BONUS

- A. A \$300 bonus is available quarterly to all employees meeting the following standards:
 - 1. Perfect attendance, no absences or tardies except for FMLA, worker's compensation and emergency leave and vacations and sick leave requested and approved 48 hours in advance, and;
 - 2. The bonus will be prorated based on actual days at work during the quarter for those eligible operators taking FMLA, W/C or emergency leave.
 - 3. No preventable accidents and;
 - 4. No verified customer complaints and;
 - 5. No rule violations, including but not limited to disciplinary actions, warnings and uniform violations.
- B. This bonus payment will be considered supplemental wages and will be taxed appropriately.
- C. Employees may earn this bonus during each quarter in which they were active Bus Operators for the entire quarter.
- D. Bonus payments for Regular Part-time operators will be prorated in accordance with their basic work schedule as recorded in the employee's personnel record.

ARTICLE XVII – DAYS OFF

- A. Regular Full-time Bus Operators shall have specified days off each week as a function of the bid process. With the exception of Regular Full-time Operators who have elected Extra Board shifts, the Employer shall assign work to Extra Board Bus Operators to allow at least two days off out of every seven (Sunday through Saturday). On a weekly basis Extra Board Bus Operators shall be offered days off by management.
- B. Regular Part-time Bus Operators must be available to work 4 of 7 days each week. Regular Part-time and Extra Board Bus Operators may not have consistent regular days off. In the event of operational necessity, the Employer may require employees to work on days that are ordinarily days off.

- C. Use of paid leave, in lieu of hours worked, may not be used to create overtime. This includes the use of vacation, sick, jury duty, or emergency leave, or any other paid leave.
- D. Vacation leave, sick leave, holiday leave and any and all other paid days off shall be provided for and administered in accordance with the provisions of the adopted Summit County Human Resources Personnel Policies and Documents and the Summit Stage Driver Manual; provided, however, that any provisions expressly set forth herein shall supercede any contrary provisions in such County policies.
- E. Regular Part-time Bus Operators accrue vacation per article XIV. Paid vacation leave is subject to a vacation bid as listed in Article XII.
- F. Employees missing four (4) or more days in a row of regularly scheduled days of work due to illness or injury are required to provide a physician's note indicating that they are fit to return to work prior to returning to work.
- G. The Employer reserves the right to require an employee, who has an established pattern of excessive sick time usage, to undergo a physical examination in order to provide medical confirmation and documentation of the asserted rationale for such a pattern of absence.

ARTICLE XVIII – GRIEVANCE PROCEDURE

- A. A grievance is defined to be: A written claim by an employee through his or her Union representative asserting as follows:
 - 1. that the terms of this Agreement have been violated;
 - 2. that a dispute exists concerning the proper application or interpretation of this Agreement.

A grievance shall include the date submitted, the date of the matter in question, the name of the employee making the grievance, and a clear statement of the grievance. Where appropriate, a class action grievance may be submitted by the Union on behalf of a group of employees.

- B. The grievance procedure shall also be utilized for reviewing disciplinary actions with the exception of verbal warnings, suspensions without pay, and discharge when a dispute arises as to whether or not any employee has been disciplined for just cause.

C. As a precursor to the initiation of any formal grievance process, employees and their shop steward, or in their absence a Union Official shall first attempt to resolve such grievance through informal consultation with their direct supervisor, the Transit Operations Manager, or the Transit Director, where practicable.

D. In the event of any dispute regarding the interpretation or application of any of the terms of this Agreement which are subject to this grievance procedure, all matters shall continue unchanged and without interruptions and without any strikes, slowdowns, walkouts, picketing, or any cessation of work or lockouts. All such disputes shall be settled through the grievance and dispute resolution procedure provided in this Agreement.

E. Grievance procedure for disputes involving contract interpretations:

Step 1: If the Union representative believes the grievance has merit, it shall be presented, to the Transit Director or his/her designee in a face-to-face meeting within fourteen (14) calendar days of the occurrence of the alleged dispute. The decision of the Transit Director or his/her designee will be given in writing within twenty-one (21) calendar days after the face-to-face meeting.

Step 2: If the Union is dissatisfied with the Step 1 decision, the Union may, within seven (7) calendar days after the Step 1 decision, request in writing, with a copy of such request sent to the Transit Director, a meeting between it and the Director of Human Resources, or his/her designee. The meeting will take place on a mutually acceptable date not more than fourteen (14) calendar days after the Step 1 decision. The decision of the Director of Human Resources or his/her designee will be given in writing within twenty-one (21) calendar days following the meeting.

Step 3: If no satisfactory decision is received at Step 2, the Union shall give written notice to the Director of Human Resources and the Transit Director of intent to proceed to the Summit County Board of Appeals as provided for in the adopted Summit County Human Resources Personnel Policies and Documents. Such notice shall be given within seven (7) calendar days following receipt of the Step 2 decision.

F. Grievance procedure for disputes involving disciplinary action:

Step 1: If the Union representative believes the grievance has merit, it shall be reduced in writing and presented to the Transit Operations Manager within fourteen (14) calendar days after notice of the occurrence of the alleged dispute. The decision of the Transit Operations Manager will be given in writing within twenty-one (21) calendar days after receipt of the grievance.

Step 2: If the Union representative believes the grievance has merit, it shall be reduced in writing and presented to the Transit Director or his/her designee in a

face-to-face meeting within fourteen (14) calendar days after an unsatisfactory step 1 response. The decision of the Transit Director or his/her designee will be given in writing within twenty-one (21) calendar days after the face-to-face meeting.

Step 3: If the Union is dissatisfied with the Step 2 decision, the Union may, within seven (7) calendar days after the Step 2 decision, request in writing, with a copy of such request sent to the Transit Director, a meeting between it and the Director of Human Resources, or his/her designee. The meeting will take place on a mutually acceptable date not more than fourteen (14) business days after the Step 2 decision. The decision of the Director of Human Resources or his/her designee will be given in writing within twenty-one (21) calendar days following the meeting.

Step 4: If no satisfactory decision is received at Step 3, the Union shall give written notice to the Director of Human Resources and the Transit Director of intent to proceed to the Summit County Board of Appeals as provided for in the adopted Summit County Human Resources Personnel Policies and Documents. Such notice shall be given within seven (7) calendar days following receipt of the Step 3 decision.

- G. Any grievance not presented at Step 1 or carried to the subsequent steps within the applicable time limits shall be deemed abandoned. If the Employer does not take any action required of it in the grievance procedure in a timely fashion, the Union may proceed to the next higher step. Notice of intent to proceed to a higher level shall be in writing and must be filed within ten (10) calendar days from the date of inaction by the Employer.

ARTICLE XIX – ARBITRATION / ALTERNATIVE DISPUTE RESOLUTION

- A. Any grievance which the parties to the Agreement have been unable to settle pursuant to the Grievance Procedure, upon exhaustion of that procedure, whether initiated by an employee, the Union, or by the County, shall be subject to the following procedure prior to commencing any litigation based upon such grievance:
1. Should any party contest the final decision of any disputed matter subjected to the grievance procedure set forth above, that party must notify all other parties in writing of its intention to pursue arbitration within ten (10) days of the decision.
 2. Any such notice of intent to pursue arbitration shall expressly and specifically address the precise issues said parties intend to present for arbitration, including a mandatory citation to the provision or provisions in the Agreement that serve as the basis for said claim, and accompanying citations to the adopted

Summit County Human Resources Personnel Policies and Documents, if any, that are directly at issue.

3. The County Manager and the president of the local Union delegation shall meet in person within ten (10) days of such written notice of arbitration, in an effort to resolve the dispute on an amicable basis through good faith negotiation. In addition to efforts at amicable resolution, the parties shall further make an effort to address the actual permissible scope of the arbitration, in terms of the provisions of the Agreement and any other document that shall be considered.
4. In the event that any grievance, dispute, or controversy, including disciplinary action, still cannot be amicably adjusted in accordance with the provision of the grievance, it may be submitted to arbitration. Notwithstanding the foregoing, such allowance for arbitration shall be expressly limited to matters specifically articulated in the notice for arbitration, and agreed to in advance by the parties as arbitrable issues. Issues to be submitted for arbitration shall be delineated by the parties in writing, no less than seven (7) days prior to the arbitration panel request provided for herein.
5. Neither party hereto waives its rights to pursue all remedies, in state court or otherwise available, as to whether an issue is arbitrable under this Agreement, prior to any arbitration and outside of the scope of said arbitration.
6. A list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service. Both parties shall meet and each shall strike a name in intermittent fashion, until one (1) arbitrator is finally selected. A toss of the coin shall determine which party strikes first.
7. The Union and the Employer both agree that the submission of a case to arbitration shall be based on the original written grievance, and shall contain the specific and particular nature of the grievance; act or acts grieved; date of occurrence; actual work performed; identity of employee or employees who claim to be aggrieved; provisions, if any, of this Agreement that the Employer has violated; and remedy sought. Such stipulated materials shall be submitted no later than twenty (20) days prior to the selection of said arbitrator.
8. Unless agreed upon in writing by both parties prior to the scheduling of the Arbitration, no more than one (1) grievance,

dispute, or controversy shall be submitted before the same Arbitrator at one (1) hearing.

9. Upon mutual consent of the parties, an important grievance, dispute, or controversy may be severed from the other matters so as not to be heard at the same arbitration session or by the same Arbitrator.
10. In light of the fact that this Agreement is effectuated solely in accordance with the Colorado Labor Peace Act, and is not under the auspice or jurisdiction of any Federal law, rule, or regulation, any disciplinary matter scheduled for arbitration on the basis of the application of the adopted Summit County Human Resources Personnel Policies and Documents, the Stage driver's Policy, or any other employment policies shall be decided in accordance with and subject to Colorado law only.
11. The Arbitrator shall settle or decide an issue or grievance submitted for arbitration within thirty (30) calendar days from the date on which the arbitration hearing closed.

All meetings and hearings under this procedure shall be kept informal and private, and shall include only such parties of interest and/or designated representatives. Unless otherwise agreed to in writing between both the parties in advance of the scheduling of the arbitration, all arbitration proceedings shall proceed in accordance with Colorado law regarding arbitration, including without limit all applicable rules of the Colorado Rules of Civil Procedure.

12. The arbitrator shall have no authority to alter, modify, vacate or amend any terms of this Agreement, to limit or impair any common law right of the Employer, or to establish or change any wage or rate of pay contrary to the terms of this Agreement. In case of non-disciplinary arbitration, the power and authority of the Arbitrator shall be to hear and decide each non-disciplinary dispute and shall be limited to determining the meaning and interpretation of the terms of this Agreement as herein set forth.
13. The decision of the arbitrator within these stated limits shall be in accordance with the laws of the state of Colorado. The decision of the arbitrator shall be based solely on the evidence and arguments presented to him by the parties in the presence of each other.
14. Any such arbitration decision so given, conducted in accordance with the procedure set forth in this article, shall be binding upon

all parties in interest with the right of appeal to any court of competent jurisdiction only on the grounds that the decision is arbitrary, capricious, an abuse of discretion or not supported by the findings of fact provided therein.

15. Any such arbitration decision so given shall only be subject to appeal within seven days of the receipt of such order by either party in interest. Appeal of the order shall be made to the Colorado District Court of Summit County, Colorado.
16. The parties agree that the power and jurisdiction of any arbitrator chosen hereunder shall be limited to deciding whether there has been a violation of a provision of this Agreement.
17. The expense of the impartial arbitrator shall be borne equally by the parties.
18. Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure by the employee to submit the grievance in accordance with these time limits without such waiver shall constitute an abandonment of the grievance. Failure by the Employer to submit a reply within the specified time limits shall cause forfeiture of the grievance by the Company.

ARTICLE XX – NON-DISCRIMINATION

- A. The parties hereto mutually agree that neither the County nor the Union shall discriminate against any employee based upon the fact of an employee's union membership or activity, or based upon the employee's lack of such membership or activity, in any manner or by any means.
- B. Any claim of such discrimination is hereby expressly made subject to the grievance procedure set forth herein prior to the initiation of any legal action in such regard.
- C. No term or condition set forth in this agreement shall implicitly or expressly operate to cause any discrimination of any employee on the basis of race, gender, religion, mental or physical disability, age, sexual orientation, gender identity or expression or any other consideration protected under County policy, state, or federal law.

ARTICLE XXI – NO STRIKE / NO LOCKOUT

- A. During the term of this Agreement, the Employer will not lock-out any employee, and the Union will neither cause, direct, nor permit any

member, officer, or representative to engage in, participate in, or in any way assist in a strike, sympathy strike or slow-down. No officer or representative of the Union will authorize, approve, ratify, or condone any strike, sympathy strike or slow-down.

- B. The term slow-down as used in this Article, but not by way of limitation, is concerted action by a group of employees for the purpose of coercing the Employer into granting their demands by the willful cessation or reduction or other curtailment or restriction or interference with work in or about the Employer's premises or connected with the Employer's business.
- C. The Union agrees that there will be no negotiations by and between the Management and the Union relative to any grievance that has resulted in a work stoppage until the participants have returned to work.
- D. In the event any strike or slow-down shall occur during the term of this Agreement, the Employer shall forthwith notify all interested Union representatives of the existence, and the Union will not be deemed to have violated the terms of this Article if the following provisions are complied with:
 - 1. In good faith takes every reasonable means to terminate the strike or slow-down at once.
 - 2. Promptly and in good faith declares publicly through a written statement to be forwarded to the Employer that the strike or slow-down is unauthorized and that the employees whom it represents have been directed to cease such conduct; and further authorizes the Union to post such written statements on the Union bulletin boards.
 - 3. Refrain from in any way assisting, encouraging, or condoning such strike or slow-down and orders its officers and representatives to likewise refrain.

ARTICLE XXII – STAFFING OF DRIVING ASSIGNMENTS

The Employer shall ordinarily use Regular Full-time and Regular Full-time Extra Board, and Regular Part-time Bus Operators to perform work assignments. The Employer shall ordinarily use Regular Full-time Extra Board Bus Operators to cover open assignments. The Employer reserves the right to use other qualified staff to perform work assignments, and may assign any qualified staff member to drive any vehicle or deliver any service of the Employer on the basis of legitimate operational need, such as the unavailability of Regular Full-time, Regular Full-time Extra Board and Regular Part-time Bus Operators to provide such services.

ARTICLE XXIII – OPERATOR CONTACT INFORMATION

Employees shall provide Stage management with an effective means of communication, such as a valid phone number with answering service, a pager or e-mail address. This will allow Stage management to contact staff when system information or individual schedule changes need to be communicated. If no such communication is available those employees will not be compensated in any way for expenses they incur that may have been avoided if a reliable means of communication was available.

ARTICLE XXIV – REPORTING UNSAFE CONDITIONS IN THE WORKPLACE

- A. Employees shall report in writing all unsafe workplace conditions to the Operations Manager
- B. The Operations Manager will investigate the alleged unsafe condition. If in consultation with the Transit Director, it is determined that an unsafe condition does exist the Operations Manager will make recommendations to mitigate the safety concern.
- C. The Transit Operations Manager will determine the most appropriate way to mitigate the concern.
- D. The corrective measure will be communicated to all affected staff including the initiator of the complaint/concern.
- E. If no unsafe condition is found the Operations Manager will communicate those findings to the initiator of the complaint and the Transit Director.

ARTICLE XXV – TERMINATION

This Agreement shall remain in full force and effect from **January 1, 2020** through midnight of the final day of the first pay period subsequent to **June 30, 2022**; and it shall continue in effect thereafter unless and until either party shall give in writing at least 60 days prior notice of its desire to terminate this Agreement.

Upon receipt of such written notice from either party, the other shall have the right to propose additions to, elimination or modification of provisions of this Agreement, and the parties shall meet for discussion of such proposals.

ARTICLE XXV – GENERAL PROVISIONS

- A. Appropriation of Funds. Notwithstanding anything to the contrary contained herein, the payment of all direct and indirect County obligations hereunder, in fiscal years subsequent to the current year, are contingent

upon funds for this Agreement being duly appropriated and budgeted. If funds for this Agreement are not so appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement, the County may terminate this Agreement upon written notice to the Union. The County's fiscal year is currently the calendar year. This Agreement is intended to be in compliance with the provisions of Article 25 of Title 30 of the Colorado Revised Statutes, and with the Local Government Budget Law (C.R.S. 29-1-101 et. seq.).

- B. Governmental Immunity. The County does not intend to waive, by any provision of this Agreement, the monetary limits or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended from time to time.
- C. Non-Agency. Union agrees that neither it nor any employee, subcontractor, representative or agent of any kind, used to assist them in the process of fulfilling and/or administering this Agreement or any portion thereof, is an employee or agent of the County, either explicitly or implicitly. Union shall have no authorization, express or implied, to bind the County to any agreements, liability, or understanding, or to make any representations on behalf of the County, in any capacity. Union shall further refrain from the exercise of any supervision or oversight over any employee or official of the County acting in that capacity, notwithstanding any oversight such employee may agree to as a member of the union.
- D. Assignment. The terms of agreement provided for herein are considered to be personal in nature, and neither Union nor the County may assign, delegate, sublease, pledge, or otherwise transfer any rights, benefits, or obligations under this Agreement to any party without the prior written consent of the non-assigning party.
- E. Indemnity. The Union agrees to indemnify, defend and hold harmless, to the maximum extent allowed by law, the County, its respective agents, officers, servants and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, action and causes of action whatsoever, directly or indirectly arising out of or related to any aspect of the Union's intentional or negligent acts, errors or omissions or that of its agents, officers, servants, sub-contractors, members and employees, whether contractual or otherwise.

In turn, the County agrees to indemnify, defend and hold harmless, to the maximum extent allowed by law, the Union, its respective agents, officers, servants and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, action and causes of action whatsoever, directly or indirectly arising out of or related to any aspect of the County's intentional or negligent acts, errors or omissions or that of its

agents, officers, servants, sub-contractors, members and employees, whether contractual or otherwise.

- F. No Benefit to Inure to Third Parties. This agreement does not and shall not be deemed to confer upon or grant to any third party, including without limitation any employee of the County not expressly covered hereunder, any right to claim damages or to bring any lawsuit, action or other proceedings against either the County or the Union because of any breach hereof, or because of any terms, covenants, agreements or conditions contained herein.

- G. Severability. All agreements and covenants contained herein are mutually considered to be severable in nature. Should any part hereof or any provision herein be rendered or declared invalid by reason of any decree of a court of competent jurisdiction, to the extent practicable given such decree, such invalidation of any particular portion shall not invalidate the remaining portions thereof. If practicable, the parties hereto agree to readdress such issues as have been invalidated in good faith within 60 days of such invalidation.

- H. Ability to Contract. The Union has represented to the County and, likewise, the County has represented to the Union, that it possesses the legal ability to enter into this Agreement. In the event that a court of competent jurisdiction determines that either of the parties hereto did not possess the legal ability to enter into this Agreement, this Agreement shall be considered null and void as of the date of such Court determination.

- I. Entire Agreement. The Agreement expressed herein in writing constitutes the entire agreement between the parties and supersedes all previous versions, letters of understandings, memos of understanding, or amendments. No express or implied statement or previously written oral statements shall add to or supersede any of this Agreement's provisions. Any changes modifications or additions must be agreed upon in writing by both the Union and the Employer

DULY APPROVED AND EXECUTED BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF THE PARTIES HEREIN ON THIS _____ DAY OF _____, 2020.

**Amalgamated Transit Union, Local
1751**

**Summit County Board of
County Commissioners**

By: _____

By: _____

Title: _____

Title: _____



COUNTY MANAGER'S OFFICE

970.453.3402 ph | 970.453.3535 f 208 East Lincoln Ave. | PO
Box 68

STAFF REPORT

TO: Board of County Commissioners of Summit County

FROM: Scott Vargo, County Manager
Jeffrey L. Huntley, County Attorney

DATE: January 28, 2020

SUBJECT: Approval of Intergovernmental Agreement (IGA) with Summit County Housing Authority regarding Housing Project

BACKGROUND

Attached for your review is a proposed Intergovernmental Agreement (IGA) regarding development of a senior living and affordable housing project as described therein. Please authorize the execution of the agreement by Scott Vargo.

**INTERGOVERNMENTAL
AGREEMENT
(Senior Living and Affordable Housing)**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made this 28th of January, 2020, by and between COUNTY OF SUMMIT, STATE OF COLORADO, a body politic and corporate (the “County”), and the SUMMIT COUNTY HOUSING AUTHORITY, a body corporate and politic, and a political subdivision of the State of Colorado (the “Authority”). The County and the Authority shall be referred to herein, individually, as a “Party” and, collectively, as the “Parties.”

RECITALS

A. Summit County’s continuing growth and increase in short-term rental housing stock has exacerbated Summit County’s housing crisis and the need for senior housing as well as the need for additional affordable housing.

B. The Parties desire to commit to the joint development of a senior living and affordable housing project to address these important needs on property owned by Summit County.

C. The County owns property in fee located within Summit County, Colorado, which property is generally located between CR 1000 and Bobwhite Way and described as a 6.125 acre portion of Parcel 1 of the County Commons PUD as described on Exhibit A, attached and incorporated herein (“Property”). The Property has been identified as suitable for a senior living and affordable housing project (“the Project”).

D. The Property is subject to a conservation easement recorded at Reception Number 558051 in the Office of the Summit County Clerk and Recorder. The conservation easement is a servitude currently owned by Colorado Open Lands and is an interest in the Property that prohibits certain activities and imposes certain obligations as described in the conservation easement (hereinafter collectively referred to as the “Easement Interests”). The County has attempted in good faith to negotiate the acquisition of the Easement Interests that prevent the development of the Project but has been unsuccessful to date.

E. The Parties have the authority and desire to promote the development and growth of affordable housing as well as senior housing to provide housing for persons who by virtue of age or disability have special housing needs or requirements that cannot be met by existing housing available in the County.

F. The acquisition and removal of the Easement Interests is necessary for the development of the Property as contemplated by the Authority and County and the purposes of easement and servitudes imposed by the Easement Interests are inconsistent with the desired public, governmental use of the Property for the Project.

G. The Property is a flat, clear-cut parcel well suited for residential infill development with adjacent utilities and centrally located to schools, recreation, and employment centers and

is no longer necessary for other County purposes. Additionally, the Property is across the street from the Community and Senior Center and approximately ¼ mile from the medical office complex and St. Anthony's Hospital, making it an ideal location within the County to provide much needed senior and affordable housing.

H. The Parties desire to enter into this Agreement pursuant to Title 29, Article 1, Part 2, C.R.S., as amended and Article XIV, Section 18(2)(a) of the State Constitution to collaborate and cooperate in all aspects of the Project inclusive of the planning, financing, acquisition, construction, maintenance management and operation of the Project together with the acquisition or termination of all property interests necessary therefore including but not limited to the Easement Interests, in accordance with the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein and the mutual covenants and promises set forth below, the Parties agree as follows:

A. Cooperation. The Authority and Summit County agree that they shall mutually cooperate and perform all acts necessary or appropriate to discharge all obligations contained in or contemplated by this Agreement and with respect to any other matters which may arise affecting the development of the Property and Project. The Parties agree to cooperate fully in the planning, financing, acquisition, construction, maintenance, management and operation of the Project together with the appraisal and acquisition or termination of all property interests necessary therefore including but not limited to the Easement Interests, in accordance with the terms and conditions set forth herein. Without limiting the foregoing, the Parties' efforts shall include, but are not limited to, the acquisition of all permits, easements, licenses, approvals and consents necessary or appropriate for the construction of the Project and subsequent operation of the Project. Such cooperation shall include the Parties' efforts for the efficient and expeditious planning, design and construction of the Project, and the Parties' execution and delivery of all deeds, agreements and other documents necessary or appropriate for the effectuation of this Agreement.

B. Costs.

1. The Parties shall agree upon and pay the distribution of all costs and expenses incurred in the planning and development of the Project, including preparation of and submissions to/by surveyors, engineers, attorneys, other parties and consultants, and the costs and fees regarding such services or activities.

2. The Parties further intend and agree that the County shall contribute its fee ownership in the Property to the development of the Project and the Authority shall acquire and contribute the Easement Interests in the Property.

3. County shall also provide \$50,000 to the Authority as initial financing for the Project, which funding shall come from the County's dedicated housing sales and use tax revenues.

C. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be proper only in the District Court for Summit County, Colorado.

D. Governmental Immunities. The Parties intend that nothing herein shall be deemed or construed as a waiver by either Party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (C.R.S. §§ 24-10-101, et seq.) as now or hereafter amended or otherwise available at law or equity.

E. Claims. The Parties agree that in the event any claim or suit is brought against either or both Parties by any third party as a result of the operation of this Agreement, both Parties will cooperate with each other, and with the insuring entities of each Party, in defending such claim or suit.

F. Modifications. Except as provided above, no modification of this Agreement shall be effective unless agreed to in writing by the Authority and Summit County in an amendment to this Agreement that is properly executed and approved in accordance with applicable law.

G. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

H. Officials Not to Benefit. No member of the Authority or County government, commissioners or individual elected officers shall receive any share or part of this Agreement or any benefit that may arise therefrom.

I. Third Party Beneficiaries. There are no third party beneficiaries of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties effective as of the date set forth above.

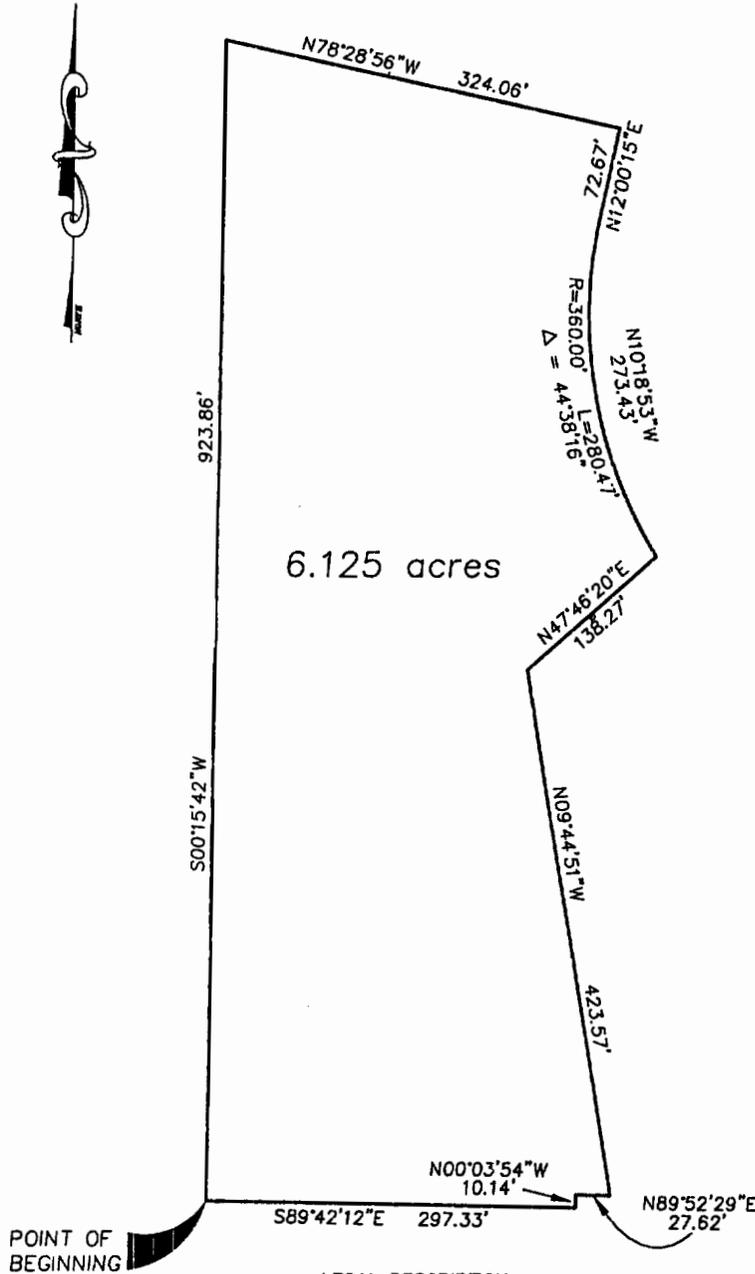
SUMMIT COUNTY HOUSING AUTHORITY

SUMMIT COUNTY GOVERNMENT

By: _____
Karn Stiegelmeier, Chair

By: _____
Scott Vargo, County Manager

EXHIBIT A



LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN SECTION 35, TOWNSHIP 5 SOUTH, RANGE 78 WEST, 6th P.M., SUMMIT COUNTY, COLORADO, BEING A PORTION OF GOVERNMENT LOT 22 OF SAID SECTION 35 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 22, MONUMENTED WITH A 3-1/4" BRASS CAP (SURFACE MARKINGS OBLITERATED);

THENCE S 0°15'42" W, 1004.85 FEET ALONG THE WESTERLY BOUNDARY OF LOT 22 TO A 3-1/4" BRASS CAP MARKING AN ANGLE POINT IN THE WESTERLY LINE OF LOT 22 AND BEING COMMON WITH THE SOUTHEAST CORNER OF GOVERNMENT LOT 8 AND ALSO BEING COMMON WITH THE NORTHEAST CORNER OF GOVERNMENT LOT 14 AND ALSO BEING COMMON WITH THE NORTHWEST CORNER OF GOVERNMENT LOT 13, SAID POINT BEING THE POINT OF BEGINNING;

THENCE S 89°42'12" E, 297.33 FEET ALONG THE SOUTHERLY BOUNDARY LINE OF LOT 22, WHICH IS COMMON WITH THE NORTH LINE OF GOVERNMENT LOT 13, TO THE NORTHEAST CORNER OF GOVERNMENT LOT 13;

THENCE N 0°03'54" W, 10.14 FEET;

THENCE N 89°52'29" E, 27.62 FEET;

THENCE N 09°44'51" W, 423.57 FEET;

THENCE N 47°46'20" W, 138.27 FEET;

THENCE N 47°46'20" W, 138.27 FEET TO A POINT ON THE SOUTHERLY LINE OF AN EIGHTY (80) FOOT ROAD RIGHT OF WAY;

THENCE ALONG THE SOUTHERLY LINE OF SAID 80 FOOT RIGHT OF WAY 280.47 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 44°38'16" AND A CHORD BEARING N 10°18'53"W, 273.43 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY FIGHT OF WAY N 12°00'15" E, 72.67 FEET;

THENCE N 78°28'56" E, 138.27 FEET TO A POINT ON THE WESTERLY BOUNDARY OF GOVERNMENT LOT 22 FROM WHICH POINT THE NORTHWEST CORNER OF LOT 22 BEARS N 0°01'54" E, 80.99 FEET;

THENCE S 0°15'42" W, 923.86 FEET ALONG THE WESTERLY BOUNDARY OF LOT 22 TO THE POINT OF BEGINNING.

CONTAINING 266,824 sq. ft or 6.125 acres

NOTE: THIS LEGAL DESCRIPTION AND DRAWING DO NOT REPRESENT A MONUMENTED LAND SURVEY.

NOTICE UNDER COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION ATTACHED HEREON.



ROB ANDREWS LAND SURVEYING
 P. O. BOX 1351, BRECKENRIDGE, CO 80424
 (970) 453-1890

LEGAL DESCRIPTION
SUMMIT COUNTY, COLORADO

DRAWN BY REA DATE 4-14-11
 SCALE 1"=100'



OFFICE OF THE COUNTY ASSESSOR

970.453.3480 ph | 970.453.3481 f
www.SummitCountyCO.gov

208 East Lincoln Ave. | PO Box 276
Breckenridge, CO 80424

STAFF REPORT

TO: Board of County Commissioners

FROM: Frank Celico, County Assessor
Mike Peterson, Chief Appraiser

FOR: January 28, 2020 BOCC Regular Meeting

SUBJECT: Petition for Abatement or Refund of Taxes; Abatement No. 20AR-05; Schedule No. 304457; Legal Property Description: Unit 2 Liftside Condo Commercial Lease; Owner: Vail Summit Resorts Inc

Our office is recommending an abatement for Schedule No. 304475. The adjustment is recommended after the Petitioner and the Assessor's Office agreed to a Stipulation prior to a hearing before the Board of Assessment Appeals (BAA). The reduction in value was made due to recognition that the unit should be reduced based on the economies of scale for size and for the location. This resulted in a total value adjustment and tax refund as indicated on the following pages.

ATTACHMENTS: Stipulation Agreement
DPT Petition
Petition Attachment and Documents

**BOARD OF ASSESSMENT APPEALS
STATE OF COLORADO**

Docket Number: 75648
Summit County Schedule Number(s): 304457

STIPULATION (As to Tax Year 2019 Actual Value)

VAIL SUMMIT RESORTS INC
Petitioner(s),

vs.

SUMMIT COUNTY BOARD OF EQUALIZATION,
Respondent

Petitioner(s) and Respondent hereby enter into this Stipulation regarding the tax year 2019 valuation of the subject property, and jointly move the Board of Assessment Appeals to enter its order based on this stipulation.

Petitioner(s) and Respondent agree and stipulate as follows:

1. The property subject to this stipulation is described as:

535 S Park Ave Unit 2

2. The subject property is classified as Commercial property.

3. The County Assessor originally assigned the following actual value to schedule 304457 for tax year 2019:

Land	\$ 0
Improvement	<u>\$ 2,977,520</u>
Total	\$ 2,977,520

4. After a timely appeal to the Board of Equalization, the Board of Equalization valued schedule 304457 for tax year 2019 as follows:

Land	\$ 0
Improvement	<u>\$ 2,977,520</u>
Total	\$ 2,977,520

5. After further review and negotiation, Petitioners and County Board of Equalization agree to the following tax year 2019 tax value for schedule 304457:

Land	\$	0
Improvement	\$	<u>2,174,700</u>
Total	\$	2,174,700

6. The valuation, as established above, shall be binding only with respect to tax year 2019.

7. Brief narrative as to why the reduction was made:

A review of net income and expenses in cooperation with the tax agent representing the owner led to a recognition that this unit should be reduced based on the economies of scale for size and for the location which is primarily a 'winter' traffic area and does not enjoy the foot traffic of competing property better situated relative to the main Breckenridge retail corridor.

8. Both parties agree that the hearing scheduled before the Board of Assessment Appeals on February 4, 2020 8:30 a.m. be vacated.

DATED this 13th day of November, 2019


Petitioner
~~Bruce Cartwright~~
Duff & Phelps
1200 17th Street, Suite 990
Denver, CO 80202

Telephone: (303)-749-9007

Broad Baugh
on behalf
of Bruce
Cartwright


Cameron Turpin
Assistant County Attorney for Respondent

Summit County Board of Equalization
P O Box 68
Breckenridge, CO 80424

Telephone: (970)-453-2561


Frank Celico
Summit County Assessor
P O Box 276
Breckenridge, CO 80424
Telephone: 970-453-3480

Docket Number: 75648

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY
(Section III or Section IV must be completed)

Section III:

Written Mutual Agreement of Assessor and Petitioner

The commissioners of Summit County authorize the assessor by Resolution #2015-04 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 ten thousand dollars or less per tract, parcel, or lot of land or per schedule of personal property. 39-1-113 (1.5) C.R.S.

The assessor and petitioner mutually agree the values and tax abatement/refund of:

See separate document attached to this petition for petitioner's agreement to Assessor Recommendation.

PLEASE 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.

Section IV:

Decision of the County Commissioners
(Must be completed if Section III does not apply)

WHEREAS, The County Commissioners of Summit County, State of Colorado, at a duly and lawfully called regular meeting held on ____/____/____ at which meeting there were present the following members: Karn Stiegelmeier, Chair; Thomas C. Davidson, Commissioner; Elisabeth Lawrence, Commissioner with notice of such meeting and an opportunity to be present having been given to the taxpayer and the Assessor of said County and said Assessor Frank Celico or his representative (**being present/not present**) and taxpayer Vail Summit Resorts Inc (being present/not present); and WHEREAS, The said County Commissioners have carefully considered the within application, 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 the petition be (**approved/approved in part/denied**) with an abatement/refund as follows:

	Actual	<u>Tax Year 2019</u> Assessed	Tax	Actual	<u>Tax Year</u> Assessed	Tax
Original	\$2,977,520	\$863,481	\$49,037.00			
Correction	\$2,174,700	\$630,663	\$35,815.98			
Abate/Refund	\$802,820	\$232,818	\$13,221.02			

Chairperson of Board of County Commissioners

I, Eva Henson, Deputy 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 _____, _____.

By: _____
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 the within petition, is hereby:

Approved Approved in part \$ Denied for the following reason(s) _____

Secretary's Signature

Property Tax Administrator's Signature

Date



COUNTY BOARD OF EQUALIZATION

970.453.3402pb | 970.453.3535f 208 East Lincoln Ave. | PO Box 68
www.SummitCountyCO.gov Breckenridge, CO 80424

VAIL SUMMIT RESORTS INC
FIXED ASSETS DEPT VAIL RESORTS MGMT
390 INTERLOCKEN CRES SUITE 1000
BROOMFIELD, CO 80021-8056

Re: Decision Notice for Schedule #304457
UNIT 2 LIFTSIDE CONDO COMMERCIAL LEASE

The Summit County Board of Equalization (CBOE) rendered its decision on the above mentioned property, based on the recommendations of the referees who considered the testimony and exhibits presented by both parties. As such, the Board has determined that your property should be valued and/or classified as follows:

Petitioner Estimate of Value: \$2,084,264
Assessor's Recommended Value: None Provided

<u>Property Classification</u>	<u>Assessor NOD Value</u>	<u>CBOE Decision Value</u>
COMMERCIAL	\$2,977,520	\$2,977,520
	<hr/>	<hr/>
	\$2,977,520	\$2,977,520

The assessment percentage for residential property is 7.15%, and all other property, including vacant land and personal property, was assessed at 29.0%, according to Section 39-1-104(1) and 39-1-104.2, Colorado Revised Statutes. Changes or adjustments to the projected residential assessment percentages are NOT grounds for a protest or abatement of taxes per Section 39-5-121(1), Colorado Revised Statutes.

The Assessor has received a copy of this document and will make the appropriate change if your valuation or classification of property has been adjusted. If you disagree with the Board's decision, you may appeal further to one of the three authorities outlined on the back of this notice.

In 2011 Senate Bill 11-119 requires any income-producing commercial real property that appeals to the Board of Assessment Appeals to submit income and expense data within 90 days after the appeal has been filed. Failure to comply may cause the BAA to issue an order dismissing the action or the entry of judgment by default against the petitioner. Please review 39-8-107 C.R.S.

Decision Date: August 5, 2019

SUMMIT COUNTY BOARD OF EQUALIZATION:

CERTIFICATE OF MAILING: I certify that a true and correct copy of the foregoing decision was hand delivered to the Summit County Assessor and mailed to the petitioner at the address above, postage prepaid, on this 10th day of August, 2019.

Thomas C. Davidson, Chair

Eva Henson, Deputy Clerk

APPEAL RIGHTS

(Choose ONLY ONE of these three options.)

Board of Assessment Appeals (BAA)

You have the right to appeal the CBOE's decision to the state Board of Assessment Appeals (BAA). Such hearing is the final hearing at which new testimony, exhibits, or any other evidence may be introduced. If the decision of the BAA is further appealed to the Court of Appeals, only the record created at the BAA hearing shall be the basis for the court's decision. No new evidence can be introduced at the Court of Appeals. (§ 39-8-108(1), C.R.S.)

Any request for a hearing before the BAA shall be accompanied by the appropriate non-refundable filing fee for each tract, parcel, or lot of real property and for each schedule of personal property included in the request. A pro se taxpayer who has filed two or less petitions in the current fiscal year (July 1 - June 30) pays \$0; a pro se taxpayer who has filed more than two petitions in the current fiscal year pays \$33.75; an attorney or other agent pays \$101.25. However, if the request involves more than one tract, parcel or lot owned by the same taxpayer, **and** involves the same issue regarding the valuation of such real property; only one filing fee shall be required for such a hearing.

Appeals to the BAA must be made on forms furnished by the BAA and filed within thirty (30) days of the date the decision by the CBOE was rendered. Questions about filing an appeal must be directed to the BAA.

Board of Assessment Appeals
1313 Sherman Street, Room 315
Denver, CO 80203
Phone: 303-864-7710
www.dola.colorado.gov/baa

*****Rent Producing Commercial Real Property*****

Notice of Disclosure Requirements Pursuant to § 39-8-107(5), C.R.S.,

Colorado Revised Statutes § 39-8-107(5)(a)(i), requires any petitioner appealing either a valuation of rent-producing commercial real property to the board of assessment appeals pursuant to § 39-8-108(1) or a denial of an abatement of taxes pursuant to § 39-10-114 to provide the county board of equalization or to the board of county commissioners of the county in the case of an abatement the following information: (A) Actual annual rental income for two full years including the base year for the relevant property tax year; (B) Tenant reimbursements for two full years including the base year for the relevant property tax year; (C) *Itemized expenses for two full years including the base year for the relevant property tax year*; and (D) Rent roll data, including the name of any tenants, the address, unit, or suite number of the subject property, lease start and end dates, option terms, base rent, square footage leased, and vacant space for two full years including the base year for the relevant property tax year.

Pursuant to § 39-8-107(5)(a)(ii) and (c), C.R.S., the county may move the Board of Assessment Appeals to compel disclosure and to issue appropriate sanctions for noncompliance with such order if the information above is not provided within ninety days after the date the appeal was filed with the Board of Assessment Appeals.

District Court

You have the right to appeal the CBOE's decision to the District Court of the county wherein your property is located. Such hearing is the final hearing at which new testimony, exhibits, or any other evidence may be introduced. If the decision of the District Court is further appealed to the Court of Appeals, only the record created at the District Court hearing shall be the basis for the court's decision. No new evidence can be introduced at the Court of Appeals. (§ 39-8-108(1), C.R.S.)

Please confer with your attorney or contact the Clerk of the Courts to determine the cost of such appeal. All appeals must be filed within thirty (30) days of the date the decision by the CBOE was rendered. Questions about filing an appeal must be directed to the District Court.

District Court
501 North Park Avenue / P.O. Box 269
Breckenridge, Colorado 80424
Phone: 970-453-2241

Binding Arbitration

You have the right to submit your case to arbitration. If you choose this option, the arbitrator's decision is final and your right to appeal your current valuation ends. (§ 39-8-108.5, C.R.S.)

In order to pursue arbitration, you must notify the County Board of Equalization (CBOE) of your intent within thirty (30) days of the date the decision by the CBOE was rendered. You and the CBOE select an arbitrator from the official list of qualified arbitrators within forty-five (45) days of the CBOE's decision or within thirty (30) days from the date the list of arbitrators is made available, whichever is later. In the absence of agreement on the arbitrator between you and the CBOE within the specified time period, the District Court of the county in which the property is located shall select an arbitrator from the list.

Arbitration hearings are held within sixty (60) days from the date the arbitrator is selected. Both you and the CBOE are entitled to participate. The hearings are informal. The arbitrator has the authority to issue, or cause to be issued, subpoenas for the attendance of witnesses and for the production of books, records, documents, and other evidence and shall have the power to administer oaths.

The arbitration hearing may be confidential and closed to the public, upon mutual agreement. The arbitrator's written decision must be delivered to both parties personally, or by registered mail, within ten (10) days of the hearing. Such decision is final and not subject to review.

The arbitrator's fees and expenses are agreed upon by you and the CBOE. In the case of residential real property, such fees and expenses cannot exceed One Hundred Fifty Dollars (\$150) per case. For all other taxable property other than residential real property, the arbitrator's expenses and fees shall be an amount agreed upon by the taxpayer and the CBOE. The amount to which this County Board of Equalization will agree is established at Two Hundred Fifty Dollars (\$250) per case for the first four hours, with an additional One Hundred Dollars (\$100) per hour for the time which exceeds the first four hours, plus all other reasonable expenses incurred by the arbitrator. The arbitrator's fees and expenses, not including counsel fees, are to be paid as provided in the decision.

Filing Requirements:

You must submit ALL documents you wish considered with your appeal to any of the three authorities. Each of these venues provides a hearing *de novo*, which means you must submit new materials to support your opinion. Documents submitted to the Assessor or CBOE will not automatically be forwarded to the next level authority. As a reminder, any appeal to the Board of Assessment Appeals or the District Court, or your intent to submit to arbitration, must be filed no later than thirty (30) days after the date the decision by the County Board of Equalization was rendered. (§ 39-8-108(1), C.R.S.)



COUNTY BOARD OF EQUALIZATION

970.453.3402gh | 970.453.3535f 208 East Lincoln Ave. | PO Box 68
www.SummitCountyCO.gov Breckenridge, CO 80424

AGENT: BRUCE CARTWRIGHT
DUFF & PHELPS LLC
1200 17TH ST STE 990
DENVER, CO 80202-5835

Re: Decision Notice for Schedule #304457
UNIT 2 LIFTSIDE CONDO COMMERCIAL LEASE

The Summit County Board of Equalization (CBOE) rendered its decision on the above mentioned property, based on the recommendations of the referees who considered the testimony and exhibits presented by both parties. As such, the Board has determined that your property should be valued and/or classified as follows:

Petitioner Estimate of Value: \$2,084,264
Assessor's Recommended Value: None Provided

<u>Property Classification</u>	<u>Assessor NOD Value</u>	<u>CBOE Decision Value</u>
COMMERCIAL	\$2,977,520	\$2,977,520
	<u>\$2,977,520</u>	<u>\$2,977,520</u>

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The Assessor has received a copy of this document and will make the appropriate change if your valuation or classification of property has been adjusted. If you disagree with the Board's decision, you may appeal further to one of the three authorities outlined on the back of this notice.

In 2011 Senate Bill 11-119 requires any income-producing commercial real property that appeals to the Board of Assessment Appeals to submit income and expense data within 90 days after the appeal has been filed. Failure to comply may cause the BAA to issue an order dismissing the action or the entry of judgment by default against the petitioner. Please review 39-8-107 C.R.S.

Decision Date: August 5, 2019

SUMMIT COUNTY BOARD OF EQUALIZATION:

CERTIFICATE OF MAILING: I certify that a true and correct copy of the foregoing decision was hand delivered to the Summit County Assessor and mailed to the petitioner at the address above, postage prepaid, on this 10th day of August, 2019.

Thomas C. Davidson, Chair

Eva Henson, Deputy Clerk

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(Choose ONLY ONE of these three options.)

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Any request for a hearing before the BAA shall be accompanied by the appropriate non-refundable filing fee for each tract, parcel, or lot of real property and for each schedule of personal property included in the request. A pro se taxpayer who has filed two or less petitions in the current fiscal year (July 1 - June 30) pays \$0; a pro se taxpayer who has filed more than two petitions in the current fiscal year pays \$33.75; an attorney or other agent pays \$101.25. However, if the request involves more than one tract, parcel or lot owned by the same taxpayer, **and** involves the same issue regarding the valuation of such real property; only one filing fee shall be required for such a hearing.

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Board of Assessment Appeals
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Denver, CO 80203
Phone: 303-864-7710
www.dola.colorado.gov/baa

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Colorado Revised Statutes § 39-8-107(5)(a)(l), requires any petitioner appealing either a valuation of rent-producing commercial real property to the board of assessment appeals pursuant to § 39-8-108(1) or a denial of an abatement of taxes pursuant to § 39-10-114 to provide the county board of equalization or to the board of county commissioners of the *county in the case of an abatement* the following information: (A) Actual annual rental income for two full years including the base year for the relevant property tax year; (B) Tenant reimbursements for two full years including the base year for the relevant property tax year; (C) Itemized expenses for two full years including the base year for the relevant property tax year; and (D) Rent roll data, including the name of any tenants, the address, unit, or suite number of the subject property, lease \$start and end dates, option terms, base rent, square footage leased, and vacant space for two full years including the base year for the relevant property tax year.

Pursuant to § 39-8-107(5)(a)(ll) and (c), C.R.S., the county may move the Board of Assessment Appeals to compel disclosure and to issue appropriate sanctions for noncompliance with such order if the information above is not provided within ninety days after the date the appeal was filed with the Board of Assessment Appeals.

District Court

You have the right to appeal the CBOE's decision to the District Court of the county wherein your property is located. Such hearing is the final hearing at which new testimony, exhibits, or any other evidence may be introduced. If the decision of the District Court is further appealed to the Court of Appeals, only the record created at the District Court hearing shall be the basis for the court's decision. No new evidence can be introduced at the Court of Appeals. (§ 39-8-108(1), C.R.S.)

Please confer with your attorney or contact the Clerk of the Courts to determine the cost of such appeal. All appeals must be filed within thirty (30) days of the date the decision by the CBOE was rendered. Questions about filing an appeal must be directed to the District Court.

District Court
501 North Park Avenue / P.O. Box 269
Breckenridge, Colorado 80424
Phone: 970-453-2241

Binding Arbitration

You have the right to submit your case to arbitration. If you choose this option, the arbitrator's decision is final and your right to appeal your current valuation ends. (§ 39-8-108.5, C.R.S.)

In order to pursue arbitration, you must notify the County Board of Equalization (CBOE) of your intent within thirty (30) days of the date the decision by the CBOE was rendered. You and the CBOE select an arbitrator from the official list of qualified arbitrators within forty-five (45) days of the CBOE's decision or within thirty (30) days from the date the list of arbitrators is made available, whichever is later. In the absence of agreement on the arbitrator between you and the CBOE within the specified time period, the District Court of the county in which the property is located shall select an arbitrator from the list.

Arbitration hearings are held within sixty (60) days from the date the arbitrator is selected. Both you and the CBOE are entitled to participate. The hearings are informal. The arbitrator has the authority to issue, or cause to be issued, subpoenas for the attendance of witnesses and for the production of books, records, documents, and other evidence and shall have the power to administer oaths.

The arbitration hearing may be confidential and closed to the public, upon mutual agreement. The arbitrator's written decision must be delivered to both parties personally, or by registered mail, within ten (10) days of the hearing. Such decision is final and not subject to review.

The arbitrator's fees and expenses are agreed upon by you and the CBOE. In the case of residential real property, such fees and expenses cannot exceed One Hundred Fifty Dollars (\$150) per case. For all other taxable property other than residential real property, the arbitrator's expenses and fees shall be an amount agreed upon by the taxpayer and the CBOE. The amount to which this County Board of Equalization will agree is established at Two Hundred Fifty Dollars (\$250) per case for the first four hours, with an additional One Hundred Dollars (\$100) per hour for the time which exceeds the first four hours, plus all other reasonable expenses incurred by the arbitrator. The arbitrator's fees and expenses, not including counsel fees, are to be paid as provided in the decision.

Filing Requirements:

You must submit ALL documents you wish considered with your appeal to any of the three authorities. Each of these venues provides a hearing *de novo*, which means you must submit new materials to support your opinion. Documents submitted to the Assessor or CBOE will not automatically be forwarded to the next level authority. As a reminder, any appeal to the Board of Assessment Appeals or the District Court, or your intent to submit to arbitration, must be filed no later than thirty (30) days after the date the decision by the County Board of Equalization was rendered. (§ 39-8-108(1), C.R.S.)



OFFICE OF THE COUNTY ASSESSOR

970.453.3480

PO Box 276 | 208 East Lincoln Ave

www.SummitCountyCO.gov

Breckenridge, CO 80424

To: The Honorable Summit County Board of Equalization

From: Frank Celico, Summit County Assessor

Date: July 19, 2019

RE: Administrative Denial

Represented by: Bruce Cartwright
Duff & Phelps LLC
1200 17th ST STE 990
Denver, CO 80202-5835

Bruce Cartwright, Duff & Phelps LLC, and Frank Celico, Summit County Assessor, have mutually agreed to an Administrative Denial for the following schedule numbers for tax year 2019:

6511857	Lot 4B Base I at Keystone Sub #2 Resub Lot 4	\$562,804
6510930	Tract A Timber Trail Sub Future Access	\$157,653
6508535	Tract C Tender Foot Sub # 5	\$490,382
6508534	Tract B Tenderfoot Sub # 5	\$15,554,707
6508533	Tract D Tenderfoot Sub # 5	\$1,479,925
6507170	Lot 5 Tenderfoot Sub # 4	\$1,276,473
6508531	Tract A Base I at Keystone Sub # 5	\$598,220
6514855	Tract B-2 Lancaster Lodge Sub LKA Part of Tract B-2 FKA Parcels 1 and 6 Slopeside Condo	\$2,313,637
6511860	Lot 3 Base I at Keystone Sub # 2 LKA PT of Lot 3	\$1,840,768
6511480	In Base I at Keystone Sub Remaining Acreage Portion North of Montezuma RD	\$551,610

6500555	Lot 5 Base I at Keystone Sub # 2 Open Space	\$557,601
6508539	Tract B Base I at Keystone Sub # 4	\$452,226
6505901	Tract B, Part TR C Keystone Village Sub # 1	\$890,251
3000898	Tract C Keystone Village Sub # 2	\$2,073,880
6505883	TR 5-77 Sec 23 QTR 3 Acres 3.554 AKA Stable Parcel	\$520,481
2803414	TR 7-78 Sec 01 QTR 2 Acres 17.604 AKA Ski Area Parcel R	\$548,668
6512341	TR 7-78 Sec 01 QTR 2 Acres 8.532 AKA Ski Area Parcel S	\$458,786
6500235	Lot 2 Ski Tip Ranch Condo AKA Ski Tip Lodge & Restaurant	\$2,068,579
301794	Lot 5 Beaver Run Sub	\$456,760
6517075	Tract C Peak 8 Sub # 1 Remainder Tract C Resub Tract C	\$11,027,654
303572	Lot 13 Village at Breckenridge Sub # 1	\$1,529,480
300126	Tract C Four Seasons Village Sub # 2 AKA Parcel L Breck Ski Area	\$275,880
6503893	Lot 5R Summit Park Commercial Sub	\$355,245
6510520	Parcel B Mountain Thunder Sub Skiway Trail Summer Public Trail Easement	\$113,968
6513510	Tract C Peak 8 Sub # 1 AKA Part of Remainder of Tract C Triangle Parcel in Alpine Metro	\$237,564
6509025	Tract A, B Novak-Nelson Hotel AKA Inn at Keystone	\$7,211,898
304457	Unit 2 Liftside Condo Commercial Lease	\$2,977,520

304460

Unit 5 Liftside Condo
Commercial Lease

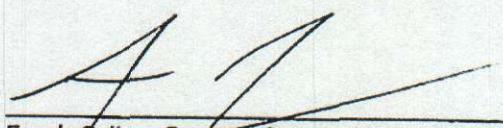
\$986,460

This agreement protects the taxpayer's rights to appeal to the next level and allows additional time for the petitioner and the assessor to exchange information.

The 2019 actual values as stated on the Notice of Determination and restated above are hereby agreed upon for the purpose of this denial.

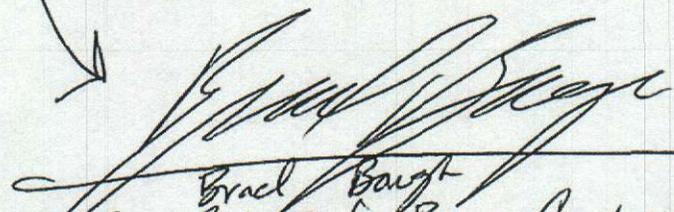
Bruce Cartwright
Duff & Phelps LLC

Date



Frank Celico, Summit County Assessor

7/19/2019
Date



Braci Baugh
On Behalf of Bruce Cartwright
Duff + Phelps, LLC

7/25/19



SUMMIT COUNTY ASSESSOR
 P.O. BOX 276
 BRECKENRIDGE, CO 80424
 970-453-3480



INTERNATIONAL ASSOCIATION
 of ASSESSING OFFICERS
Valuing the World™

NOTICE OF DETERMINATION

OWNER or AGENT NAME AND ADDRESS

Tax Year: 2019
 Schedule Number: 304457

VAIL SUMMIT RESORTS INC
 FIXED ASSETS DEPT VAIL RESORTS MGMT
 390 INTERLOCKEN CRES SUITE 1000
 BROOMFIELD, CO 80021-8056

Property Description:
 UNIT 2 LIFTSIDE CONDO
 COMMERCIAL LEASE

The Assessor has carefully studied all available information, giving particular attention to the specifics included with your appeal. Thorough review indicates the property classification and value stated below.

THIS TYPE OF PROPERTY IS VALUED BY CONSIDERING THE COST, MARKET AND INCOME APPROACHES TO VALUE.

DENY

Our office has reviewed the information provided in your appeal along with the appropriate cost, income and sales information which reflects the June 30, 2018 level of value. We have also verified our methodology and have checked for any clerical errors which may have occurred in the valuation of your property. Our office believes the actual value determined for your property is fair and equitable with comparable properties. Your value was determined based upon information gathered during the statutory time period prior to June 30, 2018 as required by Colorado law. (C.R.S. 39-1-104(10.2)(a)). THE ASSESSOR CANNOT CONSIDER DATA THAT OCCURRED AFTER JUNE 30, 2018.

PROPERTY CLASSIFICATION	PETITIONER'S ESTIMATE OF VALUE	ASSESSOR'S VALUATION	
		ACTUAL VALUE PRIOR TO REVIEW	ACTUAL VALUE AFTER REVIEW
COMMERCIAL		\$2,977,520	\$2,977,520
TOTAL:	\$2,084,264	\$2,977,520	\$2,977,520

6/28/2019

Date

If you disagree with the Assessor's decision, you have the right to appeal to the County Board of Equalization (CBOE) for further consideration (39-8-106(1)(a) CRS). **See the back side for information about appealing the Assessor's decision.**

YOU HAVE THE RIGHT TO APPEAL THE ASSESSOR'S DECISION

APPEAL PROCEDURES:

If you choose to appeal the Assessor's decision, please submit this completed form to the County Board of Equalization (CBOE). To preserve your right to appeal, your appeal MUST be postmarked or delivered on or before:

REAL PROPERTY - JULY 15
Real property is LAND and BUILDINGS.

PERSONAL PROPERTY - JULY 20
Personal property is FURNISHINGS and EQUIPMENT.

If the date for filing any report, schedule, claim, tax return, statement, remittance, or other document falls upon a Saturday, Sunday, or legal holiday, it shall be deemed to have been timely filed if filed on the next business day (39-1-120(3) CRS).

County Board of Equalization

Mail to: P.O. Box 68, Breckenridge, CO 80424

Phone: 970-453-3402

Deliver to: 208 Lincoln Ave 3rd Floor, Breckenridge, CO 80424

DUTIES OF THE CBOE:

The County Board of Equalization will sit to review the assessment roll of all taxable property, and to hear appeals from determinations of the Assessor for real and personal property, beginning July 1 and continuing through August 5 (39-8-104 and 39-8-107(2) CRS).

The CBOE will send notification of your hearing time and place via standard U.S. mail. CBOE hearings are typically held during the last two weeks in July. Due to the short period the CBOE is given to hear and deliberate, it is not possible to accommodate requests for specific dates or times. Referees appointed by the County Commissioners will hear all presentations and make recommendations to the BOCC sitting as the CBOE. The CBOE must render its decision no later than August 5, and mail you a determination within five business days of that decision. For further information, see 39-8-107 CRS.

PETITION TO THE COUNTY BOARD OF EQUALIZATION

If you wish to appeal the decision of the County Assessor to the CBOE, you must submit this completed form along with any supporting documentation or exhibits you wish to present. **Additional documents presented at the time of your hearing may not be considered due to time constraints.** Do not send original/irreplaceable documents; they will not be returned to you.

BASIS OF YOUR APPEAL:

Attach additional documents as necessary.

SCHEDULE NUMBER: _____

REQUESTED VALUE: \$ _____

In accordance with 39-8-106(1.5) CRS, you **MUST** state your opinion of value in terms of a specific dollar amount.

ATTENDANCE:

It is critical that the CBOE know whether to expect your presence at the hearing. If you or an agent is not able to attend, the hearing referees will review your documentation along with the Assessor's report and rule based on this information.

Please indicate by circling: WILL NOT ATTEND WILL ATTEND AGENT WILL ATTEND
Preferred hearing date (if available): _____

OWNER / AGENT VERIFICATION:

I, the undersigned owner or agent of this property, state that the information and facts contained herein and on any attachments constitute true and complete statements concerning the described property.

Signature: _____ Date: _____

Email: _____ Daytime Telephone: _____

AGENT ASSIGNMENT: If you want an agent to submit the appeal or attend the hearing on your behalf, you **MUST** submit written authorization along with this appeal form. Appeals submitted by non-owners without such authorization **WILL NOT BE ACCEPTED** by the CBOE.

TO PRESERVE YOUR APPEAL RIGHTS, YOU MUST PROVE YOU HAVE FILED A TIMELY APPEAL. WE RECOMMEND ALL CORRESPONDENCE BE MAILED WITH PROOF OF MAILING. YOU MAY CHECK THE DAILY COUNTY BOARD OF EQUALIZATION HEARING DOCKET AT WWW.SUMMITCOUNTYCO.GOV/788/BOARD-OF-EQUALIZATION FOR SCHEDULING.

Run by: Betsym

PROPERTY APPRAISAL RECORD

VAIL SUMMIT RESORTS INC
FIXED ASSETS DEPT VAIL RESORTS MGMT
390 INTERLOCKEN CRES SUITE 1000
BROOMFIELD CO 800218056

Action: C Extent: 2099
Subcode: 853 -0 -0 -0 -2
PPI/Tax: 2371-0622-20-121 3-
Street: 535 S Park AVE Breckenridge

Schedule: 0304457
RunDate: 5/31/2019
TaxYear: 2019

ENTERED

Type Interest	Other Owner Names	Legal Description
I	0 COLORADO CORPORATION	UNIT 2 LIFTSIDE CONDO COMMERCIAL LEASE

Value Information			
Imp#	Abstract	Full Value	Tax Value
1	2245 COMMERCIAL CONDOMINIUM	2,977,520	2,977,520
Tot Land/Imp/Full/Tax:		0 2,977,520	2,977,520

Sales Information				
Reception	Ack Date	Doc Type	Sales Price	
633908	9/28/2000	WD WARRANTY DEED	2266700	
459965	12/29/1993	WD WARRANTY DEED	1465000	
348410	1/1/1988	PTD PUBLIC TRUSTEES DEED	0	
296184	3/1/1985	PLT PLAT	0	

Land Information					
PropType	2	Condo Lnd	Sewer	3	Public Swr
Acres	0		Water	3	Public Wtr
Sqfeet	0		Utils	4	Elec & Gas
Econ	5	Breck-Blue	Access	5	Pub Paved
Nhood	31300	Skiside Br	Topo	5	Level
P BidOut	0		View	2	Fair
A BidOut	0		Cover	1	None
Zoning	B23	Breck	Hydro	1	None
			Misc	24	SKI AMENI'

DENY 10
JZ

Improvement Information										
Imp#	1			YrBlt	1984	Units	0	Sprink	Y	Yes
PType	14	Comm Impr		AYB	1987			Plumb	1	Adequate
Grade	D	Average	1st	7249	Story	1.0		Park	1	Adq
GMod	1.0000		2nd	0	Obs	0		CClass	A	Stl/Concrt
		Unknown			PCE	0		NtLease		7249
XCond	D	Average	Addn	0				GrLease		7249
ICond	D	Average	Fin1/2	0	Pos	E End				
		Unknown	FinBsmt	0	Perm	449				
XWall	C	Concrete			XHgt	10				
Heat	R	Radiant Ht			Space	1	M Bath	0		
RoofTy	F	Flat	Sqft	7249	Floor	1				
RoofMt	B	Built-Up	UnBsmt	0						
Bsmt	N	NONE								
					Unknown					

IQ SAYS
\$35/SQ FT
WOULD EQUATE TO
\$538

Commercial Biz Types		
Imp#	BizType	Sqft
1	AB Retail Cond	7249

Run by: Betsym

PROPERTY APPRAISAL RECORD

VAIL SUMMIT RESORTS INC
FIXED ASSETS DEPT VAIL RESORTS MGMT
390 INTERLOCKEN CRES SUITE 1000
BROOMFIELD CO 800218056

Action: C Extent: 2099
Subcode: 853 -0 -0 -0 -2
PPI/Tax: 2371-0622-20-121 3 -
Street: 535 S Park AVE Breckenridge

Schedule: 0304457
RunDate: 5/31/2019
TaxYear: 2019

Field Inspection Information

Status C Closed	EffYear 2011	ConStat 2 Remod	InspDate 01/01/1900
F/I Code 28 COMMERCIAL	ModYear 2010	%Struct 0.1000	IssueDate 4/1/2010
Imp# 1 Bldg 2 Breck	YearBlt 1984	%Comp 1.0000	C.O.Date 11/24/2010
Initials PFP Permit B2010-0060	AdjYrBlt 1987	NC Val 0	PhotoDate 1/1/1900

Comment:

reclad/siding, re-roof, windows, fire suppression system pfp 0111
windows replaced prior to this permit per Vail Resorts rep. pfp 0111

Summit County Assessor's Office
P.O. Box 276
Breckenridge, CO 80424

May 29, 2019

Subject: 2019 Property Tax Appeal for 304457

Dear Sir/Madam:

As duly authorized agent of Vail Resorts and operating subsidiaries, Duff & Phelps LLC is hereby appealing the 2019 value for the following account:

Schedule # / Parcel #	2019 Assessor Value	D&P Requested Value
304457	\$2,977,520	\$2,084,264

This appeal is a protective appeal for the 2019 assessment. Per our cursory review the income and/or sales comparison approaches to value supports an assessment reduction.

Our authorization to appeal is attached. This notice of appeal is being sent via certified mail with tracking number 7017-0530-0001-0459-4400.

If you have any questions, please feel free to contact me at 303-749-9003 or at bruce.cartwright@duffandphelps.com.

Sincerely,



Bruce Cartwright
Managing Director, Duff & Phelps, LLC

Appointment of Agency for Property Tax Matters

Duff & Phelps, LLC is authorized to represent Vail Resorts, Inc. and its operating subsidiaries with the assessment of property tax for all properties located in Eagle, Summit, Clear Creek, Pitkin, Denver, Garfield, Gunnison, Jefferson, Douglas, Adams, Arapahoe, Boulder, Garfield, Grand, San Miguel, El Paso and Broomfield Counties in the State of Colorado. Any and all previous authorizations are hereby revoked. Duff & Phelps, LLC is authorized to act on our behalf in obtaining and providing information, negotiating, settling and assessing for all real estate and personal property matters related to the property owned, possessed, or controlled by the undersigned. This agent is delegated full authority to act on the owner's behalf for all real estate and personal property matters relative to assessments and to represent us, with the assistance of legal counsel, if necessary, in the appeal process.

This appointment of agency remains in effect for tax years 2019 & 2020 or until revoked in writing by Vail Resorts, Inc. or Duff & Phelps, LLC.

All correspondence should be directed to the following:

Agent Name:	Bruce Cartwright
Agent Company:	Duff & Phelps, LLC
Agent Address:	1200 17 th Street, Suite 990
	Denver, Colorado 80202
Agent Phone Number:	(303) 749-9003

Signed Name: <i>Gregory Porter</i>
Printed Name: Gregory Porter
Signatory Title: Director Corporate Accounting

Notary Public:

State of Colorado, County of Broomfield
The foregoing letter of authorization and signatory was acknowledged before me on 21st day of May, 2019.

Witness my hand and official seal.

Deborah M. Martinez-Hutzel
Notary Signature:



Appointment of Agency for Property Tax Matters

Duff & Phelps, LLC is authorized to represent Vail Resorts, Inc. and its operating subsidiaries with the assessment of property tax for all properties located in Eagle, Summit, Clear Creek, Pitkin, Denver, Garfield, Gunnison, Jefferson, Douglas, Adams, Arapahoe, Boulder, Garfield, Grand, San Miguel, El Paso and Broomfield Counties in the State of Colorado. Any and all previous authorizations are hereby revoked. Duff & Phelps, LLC is authorized to act on our behalf in obtaining and providing information, negotiating, settling and assessing for all real estate and personal property matters related to the property owned, possessed, or controlled by the undersigned. This agent is delegated full authority to act on the owner's behalf for all real estate and personal property matters relative to assessments and to represent us, with the assistance of legal counsel, if necessary, in the appeal process.

This appointment of agency remains in effect for tax years 2019 & 2020 or until revoked in writing by Vail Resorts, Inc. or Duff & Phelps, LLC.

All correspondence should be directed to the following:

Agent Name:	Bruce Cartwright
Agent Company:	Duff & Phelps, LLC
Agent Address:	1200 17 th Street, Suite 990
	Denver, Colorado 80202
Agent Phone Number:	(303) 749-9003

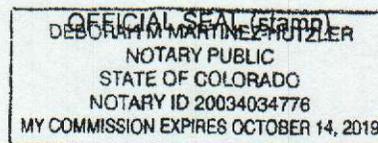
Signed Name:	<i>[Signature]</i>
Printed Name:	Gregory Porter
Signatory Title:	Director Corporate Accounting

Notary Public:

State of Colorado, County of Broomfield
The foregoing letter of authorization and signatory was acknowledged before me on 21st day of May, 2019.

Witness my hand and official seal.

[Signature]
Notary Signature:





SUMMIT COUNTY ASSESSOR
 P.O. BOX 276
 BRECKENRIDGE, CO 80424
 970-453-3480



NOTICE OF DETERMINATION

OWNER or AGENT NAME AND ADDRESS

AGENT: BRUCE CARTWRIGHT
 DUFF & PHELPS LLC
 1200 17TH ST STE 990
 DENVER, CO 80202-5835

Tax Year: 2019
 Schedule Number: 304457

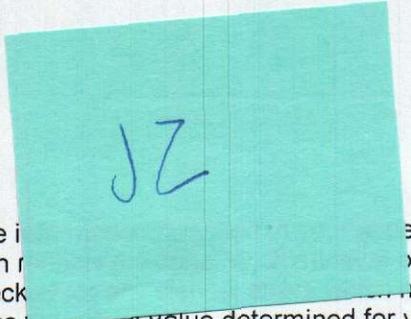
Property Description:

UNIT 2 LIFTSIDE CONDO
 COMMERCIAL LEASE



The Assessor has carefully studied all available information, giving particular attention to the specifics included with your appeal. Thorough review indicates the property classification and value stated below.

THIS TYPE OF PROPERTY IS VALUED BY CONSIDERING THE COST, MARKET AND INCOME APPROACHES TO VALUE.



DENY

Our office has reviewed the information submitted along with the appropriate cost, income and sales information which determined the value. We have also verified our methodology and have checked for errors that may have occurred in the valuation of your property. Our office believes the actual value determined for your property is fair and equitable with comparable properties. Your value was determined based upon information gathered during the statutory time period prior to June 30, 2018 as required by Colorado law. (C.R.S. 39-1-104(10.2)(a)). THE ASSESSOR CANNOT CONSIDER DATA THAT OCCURRED AFTER JUNE 30, 2018.

PROPERTY CLASSIFICATION	PETITIONER'S ESTIMATE OF VALUE	ASSESSOR'S VALUATION	
		ACTUAL VALUE PRIOR TO REVIEW	ACTUAL VALUE AFTER REVIEW
COMMERCIAL		\$2,977,520	\$2,977,520
TOTAL:	\$2,084,264	\$2,977,520	\$2,977,520

6/28/2019

Date

If you disagree with the Assessor's decision, you have the right to appeal to the County Board of Equalization (CBOE) for further consideration (39-8-106(1)(a) CRS). See the back side for information about appealing the Assessor's decision.

YOU HAVE THE RIGHT TO APPEAL THE ASSESSOR'S DECISION

APPEAL PROCEDURES:

If you choose to appeal the Assessor's decision, please submit this completed form to the County Board of Equalization (CBOE). To preserve your right to appeal, your appeal **MUST** be postmarked or delivered on or before:

REAL PROPERTY - JULY 15

Real property is LAND and BUILDINGS.

PERSONAL PROPERTY - JULY 20

Personal property is FURNISHINGS and EQUIPMENT.

If the date for filing any report, schedule, claim, tax return, statement, remittance, or other document falls upon a Saturday, Sunday, or legal holiday, it shall be deemed to have been timely filed if filed on the next business day (39-1-120(3) CRS).

County Board of Equalization

Mail to: P.O. Box 68, Breckenridge, CO 80424

Phone: 970-453-3402

Deliver to: 208 Lincoln Ave 3rd Floor, Breckenridge, CO 80424

DUTIES OF THE CBOE:

The County Board of Equalization will sit to review the assessment roll of all taxable property, and to hear appeals from determinations of the Assessor for real and personal property, beginning July 1 and continuing through August 5 (39-8-104 and 39-8-107(2) CRS).

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PETITION TO THE COUNTY BOARD OF EQUALIZATION

If you wish to appeal the decision of the County Assessor to the CBOE, you must submit this completed form along with any supporting documentation or exhibits you wish to present. **Additional documents presented at the time of your hearing may not be considered due to time constraints.** Do not send original/irreplaceable documents; they will not be returned to you.

BASIS OF YOUR APPEAL: Income/Sales Comparison Approach

Attach additional documents as necessary.

SCHEDULE NUMBER: 0304457 **REQUESTED VALUE:** \$ 2,084,204

In accordance with 39-8-106(1.5) CRS, you **MUST** state your opinion of value in terms of a specific dollar amount.

ATTENDANCE:

It is critical that the CBOE know whether to expect your presence at the hearing. If you or an agent is not able to attend, the hearing referees will review your documentation along with the Assessor's report and rule based on this information.

Please indicate by circling: WILL NOT ATTEND WILL ATTEND AGENT WILL ATTEND
Preferred hearing date (if available): _____

OWNER / AGENT VERIFICATION:

I, the undersigned owner or agent of this property, state that the information and facts contained herein and on any attachments constitute true and complete statements concerning the described property.

Signature: Brad Baugh Date: 7/12/15
Email: brad.baugh@duffandphelps.com Daytime Telephone: (303) 749 9007

AGENT ASSIGNMENT: If you want an agent to submit the appeal or attend the hearing on your behalf, you **MUST** submit written authorization along with this appeal form. Appeals submitted by non-owners without such authorization **WILL NOT BE ACCEPTED** by the CBOE.

TO PRESERVE YOUR APPEAL RIGHTS, YOU MUST PROVE YOU HAVE FILED A TIMELY APPEAL. WE RECOMMEND ALL CORRESPONDENCE BE MAILED WITH PROOF OF MAILING. YOU MAY CHECK THE DAILY COUNTY BOARD OF EQUALIZATION HEARING DOCKET AT WWW.SUMMITCOUNTYCO.GOV/788/BOARD-OF-EQUALIZATION FOR SCHEDULING.

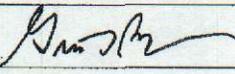
Appointment of Agency for Property Tax Matters

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This appointment of agency remains in effect for tax years 2019 & 2020 or until revoked in writing by Vail Resorts, Inc. or Duff & Phelps, LLC.

All correspondence should be directed to the following:

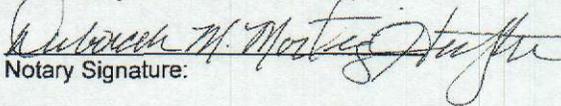
Agent Name:	Bruce Cartwright
Agent Company:	Duff & Phelps, LLC
Agent Address:	1200 17 th Street, Suite 990
	Denver, Colorado 80202
Agent Phone Number:	(303) 749-9003

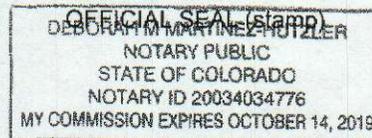
Signed Name: 
Printed Name: Gregory Porter
Signatory Title: Director Corporate Accounting

Notary Public:

State of Colorado, County of Broomfield
The foregoing letter of authorization and signatory was acknowledged before me on 21st day of May, 2019.

Witness my hand and official seal.


Notary Signature:



end of

CBOE

appeal

documents



SUMMIT COUNTY ASSESSOR
 P.O. BOX 276
 BRECKENRIDGE, CO 80424
 970-453-3480



INTERNATIONAL ASSOCIATION
 of ASSESSING OFFICERS
Valuing the World™

NOTICE OF DETERMINATION

OWNER or AGENT NAME AND ADDRESS

Tax Year: 2019
 Schedule Number: 304457

VAIL SUMMIT RESORTS INC
 FIXED ASSETS DEPT VAIL RESORTS MGMT
 390 INTERLOCKEN CRES SUITE 1000
 BROOMFIELD, CO 80021-8056

Property Description:
 UNIT 2 LIFTSIDE CONDO
 COMMERCIAL LEASE

The Assessor has carefully studied all available information, giving particular attention to the specifics included with your appeal. Thorough review indicates the property classification and value stated below.

THIS TYPE OF PROPERTY IS VALUED BY CONSIDERING THE COST, MARKET AND INCOME APPROACHES TO VALUE.

DENY

Our office has reviewed the information provided in your appeal along with the appropriate cost, income and sales information which reflects the June 30, 2018 level of value. We have also verified our methodology and have checked for any clerical errors which may have occurred in the valuation of your property. Our office believes the actual value determined for your property is fair and equitable with comparable properties. Your value was determined based upon information gathered during the statutory time period prior to June 30, 2018 as required by Colorado law. (C.R.S. 39-1-104(10.2)(a)). **THE ASSESSOR CANNOT CONSIDER DATA THAT OCCURRED AFTER JUNE 30, 2018.**

PROPERTY CLASSIFICATION	PETITIONER'S ESTIMATE OF VALUE	ASSESSOR'S VALUATION	
		ACTUAL VALUE PRIOR TO REVIEW	ACTUAL VALUE AFTER REVIEW
COMMERCIAL		\$2,977,520	\$2,977,520
TOTAL:	\$2,084,264	\$2,977,520	\$2,977,520

6/28/2019

Date

If you disagree with the Assessor's decision, you have the right to appeal to the County Board of Equalization (CBOE) for further consideration (39-8-106(1)(a) CRS). **See the back side for information about appealing the Assessor's decision.**

YOU HAVE THE RIGHT TO APPEAL THE ASSESSOR'S DECISION

APPEAL PROCEDURES:

If you choose to appeal the Assessor's decision, please submit this completed form to the County Board of Equalization (CBOE). To preserve your right to appeal, your appeal **MUST** be postmarked or delivered on or before:

REAL PROPERTY - JULY 15
Real property is LAND and BUILDINGS.

PERSONAL PROPERTY - JULY 20
Personal property is FURNISHINGS and EQUIPMENT.

If the date for filing any report, schedule, claim, tax return, statement, remittance, or other document falls upon a Saturday, Sunday, or legal holiday, it shall be deemed to have been timely filed if filed on the next business day (39-1-120(3) CRS).

County Board of Equalization

Mail to: P.O. Box 68, Breckenridge, CO 80424

Phone: 970-453-3402

Deliver to: 208 Lincoln Ave 3rd Floor, Breckenridge, CO 80424

DUTIES OF THE CBOE:

The County Board of Equalization will sit to review the assessment roll of all taxable property, and to hear appeals from determinations of the Assessor for real and personal property, beginning July 1 and continuing through August 5 (39-8-104 and 39-8-107(2) CRS).

The CBOE will send notification of your hearing time and place via standard U.S. mail. CBOE hearings are typically held during the last two weeks in July. Due to the short period the CBOE is given to hear and deliberate, it is not possible to accommodate requests for specific dates or times. Referees appointed by the County Commissioners will hear all presentations and make recommendations to the BOCC sitting as the CBOE. The CBOE must render its decision no later than August 5, and mail you a determination within five business days of that decision. For further information, see 39-8-107 CRS.

PETITION TO THE COUNTY BOARD OF EQUALIZATION

If you wish to appeal the decision of the County Assessor to the CBOE, you must submit this completed form along with any supporting documentation or exhibits you wish to present. **Additional documents presented at the time of your hearing may not be considered due to time constraints.** Do not send original/irreplaceable documents; they will not be returned to you.

BASIS OF YOUR APPEAL: _____

Attach additional documents as necessary.

SCHEDULE NUMBER: _____ **REQUESTED VALUE:** \$ _____

In accordance with 39-8-106(1.5) CRS, you **MUST** state your opinion of value in terms of a specific dollar amount.

ATTENDANCE:

It is critical that the CBOE know whether to expect your presence at the hearing. If you or an agent is not able to attend, the hearing referees will review your documentation along with the Assessor's report and rule based on this information.

Please indicate by circling: WILL NOT ATTEND WILL ATTEND AGENT WILL ATTEND
Preferred hearing date (if available): _____

OWNER / AGENT VERIFICATION:

I, the undersigned owner or agent of this property, state that the information and facts contained herein and on any attachments constitute true and complete statements concerning the described property.

Signature: _____ Date: _____

Email: _____ Daytime Telephone: _____

AGENT ASSIGNMENT: If you want an agent to submit the appeal or attend the hearing on your behalf, you **MUST** submit written authorization along with this appeal form. Appeals submitted by non-owners without such authorization **WILL NOT BE ACCEPTED** by the CBOE.

TO PRESERVE YOUR APPEAL RIGHTS, YOU MUST PROVE YOU HAVE FILED A TIMELY APPEAL. WE RECOMMEND ALL CORRESPONDENCE BE MAILED WITH PROOF OF MAILING. YOU MAY CHECK THE DAILY COUNTY BOARD OF EQUALIZATION HEARING DOCKET AT WWW.SUMMITCOUNTYCO.GOV/788/BOARD-OF-EQUALIZATION FOR SCHEDULING.

ENTERED

VAIL SUMMIT RESORTS INC
 FIXED ASSETS DEPT VAIL RESORTS MGMT
 390 INTERLOCKEN CRES SUITE 1000
 BROOMFIELD CO 800218056

Action: C Extent: 2099
 Subcode: 853 -0 -0 -0 -2
 PPI/Tax: 2371-0622-20-121 3 -
 Street: 535 S Park AVE Breckenridge

Schedule: 0304457
 RunDate: 5/31/2019
 TaxYear: 2019

Type Interest	Other Owner Names	Legal Description
I	0 COLORADO CORPORATION	UNIT 2 LIFTSIDE CONDO COMMERCIAL LEASE

Value Information				
Imp#	Abstract	Full Value	Factor	Tax Value
1	2245 COMMERCIAL CONDOMINIUM	2,977,520	- No Factor	2,977,520
Tot Land/Imp/Full/Tax:		0	2,977,520	2,977,520

Sales Information				
Reception	Ack Date	Doc Type	Sales Price	
633908	9/28/2000	WD WARRANTY DEED	2266700	
459965	12/29/1993	WD WARRANTY DEED	1465000	
348410	1/1/1988	PTD PUBLIC TRUSTEES DEED	0	
296184	3/1/1985	PLT PLAT	0	

Land Information				
PropType	2	Condo Lnd	Sewer	3 Public Swr
Acres	0		Water	3 Public Wtr
Sqfeet	0		Utils	4 Elec & Gas
Econ	5	Breck-Blue	Access	5 Pub Paved
Nhood	31300	Skiside Br	Topo	5 Level
P BldOut	0		View	2 Fair
A BldOut	0		Cover	1 None
Zoning	B23	Breck	Hydro	1 None
			Misc	24 SKI AMENI

DENY 10
JZ

Improvement Information									
Imp#	1	YrBlt	1984	Units	0	Sprink	Y	Yes	
PType	14 Comm Impr	AYB	1987			Plumb	1	Adequate	
Grade	D Average	1st	7249	Story	1.0	Park	1	Adq	
GMod	1.0000	2nd	0	Obs	0	CClass	A	Stl/Concrt	
	Unknown			PCE	0	NtLease		7249	
XCond	D Average	Addn	0			GrLease		7249	
ICond	D Average	Fin1/2	0	Pos	E End				
	Unknown	FinBsmt	0	Perm	449				
XWall	C Concrete			XHgt	10				
Heat	R Radiant Ht			Space	1	M Bath	0		
RoofTy	F Flat	Sqft	7249	Floor	1				
RoofMt	B Built-Up	UnBsmt	0						
Bsmt	N NONE								

IQ SAYS
 \$35/SF NOT
 WOULD EQUATE TO
 \$538.

Commercial Biz Types			
Imp#	BizType	Sqft	
1	AB Retail Cond	7249	

PROPERTY APPRAISAL RECORD

VAIL SUMMIT RESORTS INC
FIXED ASSETS DEPT VAIL RESORTS MGMT
390 INTERLOCKEN CRES SUITE 1000
BROOMFIELD CO 800218056

Action: C Extent: 2099
Subcode: 853 -0 -0 -0 -2
PPI/Tax: 2371-0622-20-121 3 -
Street: 535 S Park AVE Breckenridge

Schedule: 0304457
RunDate: 5/31/2019
TaxYear: 2019

Field Inspection Information

Status C Closed	EffYear 2011	ConStat 2 Remod	InspDate 01/01/1900
F/I Code 28 COMMERCIAL	ModYear 2010	%Struct 0.1000	IssueDate 4/1/2010
Imp# 1 Bldg 2 Breck	YearBlt 1984	%Comp 1.0000	C.O.Date 11/24/2010
Initials PFP Permit B2010-0060	AdjYrBlt 1987	NC Val 0	PhotoDate 1/1/1900

Comment:

reclad/siding, re-roof, windows, fire suppression system pfp 0111
windows replaced prior to this permit per Vail Resorts rep. pfp 0111

Summit County Assessor's Office
P.O. Box 276
Breckenridge, CO 80424

May 29, 2019

Subject: 2019 Property Tax Appeal for 304457

Dear Sir/Madam:

As duly authorized agent of Vail Resorts and operating subsidiaries, Duff & Phelps LLC is hereby appealing the 2019 value for the following account:

Schedule # / Parcel #	2019 Assessor Value	D&P Requested Value
304457	\$2,977,520	\$2,084,264

This appeal is a protective appeal for the 2019 assessment. Per our cursory review the income and/or sales comparison approaches to value supports an assessment reduction.

Our authorization to appeal is attached. This notice of appeal is being sent via certified mail with tracking number 7017-0530-0001-0459-4400.

If you have any questions, please feel free to contact me at 303-749-9003 or at bruce.cartwright@duffandphelps.com.

Sincerely,



Bruce Cartwright
Managing Director, Duff & Phelps, LLC

Appointment of Agency for Property Tax Matters

Duff & Phelps, LLC is authorized to represent Vail Resorts, Inc. and its operating subsidiaries with the assessment of property tax for all properties located in Eagle, Summit, Clear Creek, Pitkin, Denver, Garfield, Gunnison, Jefferson, Douglas, Adams, Arapahoe, Boulder, Garfield, Grand, San Miguel, El Paso and Broomfield Counties in the State of Colorado. Any and all previous authorizations are hereby revoked. Duff & Phelps, LLC is authorized to act on our behalf in obtaining and providing information, negotiating, settling and assessing for all real estate and personal property matters related to the property owned, possessed, or controlled by the undersigned. This agent is delegated full authority to act on the owner's behalf for all real estate and personal property matters relative to assessments and to represent us, with the assistance of legal counsel, if necessary, in the appeal process.

This appointment of agency remains in effect for tax years 2019 & 2020 or until revoked in writing by Vail Resorts, Inc. or Duff & Phelps, LLC.

All correspondence should be directed to the following:

Agent Name:	Bruce Cartwright
Agent Company:	Duff & Phelps, LLC
Agent Address:	1200 17 th Street, Suite 990
	Denver, Colorado 80202
Agent Phone Number:	(303) 749-9003

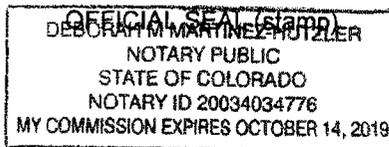
Signed Name: <i>[Signature]</i>
Printed Name: Gregory Porter
Signatory Title: Director Corporate Accounting

Notary Public:

State of Colorado, County of Broomfield
The foregoing letter of authorization and signatory was acknowledged before me on 21st day of May, 2019.

Witness my hand and official seal.

[Signature]
Notary Signature:



Appointment of Agency for Property Tax Matters

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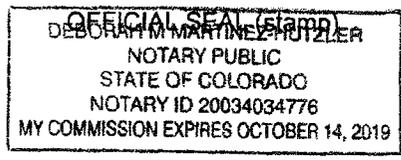
Signed Name: <i>[Signature]</i>
Printed Name: Gregory Porter
Signatory Title: Director Corporate Accounting

Notary Public:

State of Colorado, County of Broomfield
The foregoing letter of authorization and signatory was acknowledged before me on 21st day of May, 2019.

Witness my hand and official seal.

[Signature]
Notary Signature:





OFFICE OF THE COUNTY ASSESSOR

970.453.3480 ph | 970.453.3481 f
www.SummitCountyCO.gov

208 East Lincoln Ave. | PO Box 276
Breckenridge, CO 80424

STAFF REPORT

TO: Board of County Commissioners

FROM: Frank Celico, County Assessor
Mike Peterson, Chief Appraiser

FOR: January 28, 2020 BOCC Regular Meeting

SUBJECT: Abatements for Craig Realty - Silverthorne Factory Stores
20AR-06, 20AR-10, 20AR-11, 20AR-12, 20AR-16

RECOMMENDATION: Our office is recommending abatements for the following schedules:

20AR-10	150123 3	Lot 2 Silverthorne Factory Stores
20AR-11	150123 4	Lot 3 Silverthorne Factory Stores
20AR-12	150128 4	Lot 1 Silverthorne Factory Stores #2
20AR-06	651248 5	Lot 2R Riverview Sub #2 Replat of Lots 2-8 & Rainbow Dr
20AR-16	651248 6	Lot 6R Riverview Sub #2 Replat of Lots 2-8 & Rainbow Dr

These schedules before you are only 5 of a group of 11 schedules owned by the Craig Realty Group, and which make up the Silverthorne Factory Stores. 4 schedules did not have adjustments and the other 2 schedules that did have adjustments are being processed internally by the Assessor's Office, since the abatement amount is less than \$10,000, per BOCC Resolution 2019-09.

BACKGROUND: The Silverthorne Factory Stores were valued as a whole based on the Income Approach to **value**. After finding a total value for the outlets as a whole, that total value was then allocated amongst the 11 schedules, based on the size of the building. The land values for each schedule are based on market sales of other commercial land sales within the data collection **period**. The improvement values are then based on the allocated value for the schedule, less the land value for **that schedule**.

When the Silverthorne Factory Stores were valued for 2019, the improvement on schedule 6512486 was assigned a **value**. Upon appeal by the Petitioner, we confirmed that this building was vacant and ultimately demolished and therefore this improvement had no contributory value to the income or expenses for the Silverthorne Factory Stores. So, we removed the value from the improvement on that schedule and reallocated the total to the remaining improvements that did have contributory value to the income and expenses. This is why the improvement value on schedule 6512486 went from \$5,826,547 on their Notice of Determination to \$0 at Stipulation.

The value allocation for each schedule is based on the square footage of the **improvement**. The reduction in value of the improvement on schedule 1501342 is because of a square footage adjustment that occurred during this appeal process.

Additionally, the total value of the 11 schedules went down because the revised total value is based on actual income and expense information for these properties provided by the Petitioner during the appeal process.

The property owners, Craig Realty Group, have agreed to the adjusted total values and tax amounts for all schedules through their tax agent.

ATTACHMENTS: Property Value Comparison Spreadsheet
 Stipulation Agreement
 DPT Petitions
 NOD

Abatement	Schedule	Legal Description	NOTICE OF DETERMINATION VALUES				STIPULATION VALUES				Tax Amount to be Abated	Comments
			Land Value	Improvement Value 1	Improvement Value 2	NOD Total Value	Land Value	Improvement Value 1	Improvement Value 2	Total Value		
	1500115	Lot 12 Block A Silverthorne Town Sub	\$54,055			\$54,055	\$54,055			\$54,055	\$0	
	1500117	Lot 13 Block A Silverthorne Town Sub	\$54,055			\$54,055	\$54,055			\$54,055	\$0	
	1501232	Lot 1 Silverthorne Factory Stores	\$605,475			\$605,475	\$605,475			\$605,475	\$0	
20AR-10	1501233	Lot 2 Silverthorne Factory Stores	\$625,653	\$3,944,047		\$4,569,700	\$625,653	\$4,857,961		\$5,483,614	-\$13,708	Imp value 1 adjusted up
20AR-11	1501234	Lot 3 Silverthorne Factory Stores	\$1,204,216	\$4,422,611	\$1,856,650	\$7,483,477	\$1,204,216	\$5,418,857	\$2,276,859	\$8,899,932	-\$21,246	Imp values 1 & 2 adjusted up
20AR-12	1501284	Lot 1 Silverthorne Factory Stores #2	\$1,247,583	\$2,381,521	\$3,730,157	\$7,359,261	\$1,247,583	\$2,906,367	\$4,560,940	\$8,714,890	-\$20,334	Imp values 1 & 2 adjusted up
	1501285	Lot 2 Silverthorne Factory Stores #2	\$970,128	\$1,999,425		\$2,969,553	\$970,128	\$2,318,903		\$3,289,031	-\$4,792	Imp value 1 adjusted up
	1501286	Lot 3 Silverthorne Factory Stores #2	\$759,036			\$759,036	\$759,036			\$759,036	\$0	
	1501342	Lot 5R Riverview Sub #2 Replat of Lots 2-8 & Rainbow Dr	\$605,475	\$875,935		\$1,481,410	\$605,475	\$776,278		\$1,381,753	\$1,495	Imp value 1 adjusted down
20AR-06	6512485	Lot 2R Riverview Sub #2 Replat of Lots 2-8 & Rainbow Dr	\$1,826,509	\$4,386,061		\$6,212,570	\$1,826,509	\$5,157,561		\$6,984,070	-\$11,572	Imp value 1 adjusted up
20AR-16	6512486	Lot 6R Riverview Sub #2 Replat of Lots 2-8 & Rainbow Dr	\$1,883,699	\$5,826,547		\$7,710,246	\$1,883,699	\$0		\$1,883,699	\$87,396	Imp value 1 adjusted down
						\$39,258,838				\$38,109,610	\$17,238	

**BOARD OF ASSESSMENT APPEALS
STATE OF COLORADO**

Docket Number: 75671

Summit County Schedule Number(s):

**1500115, 1500117, 1501232, 1501233, 1501234, 1501284, 1501285,
1501286, 1501342, 6512485 and 6512486**

STIPULATION (As to Tax Year 2019 Actual Value)

**Ian James of Duff & Phelps, LLC, Agent for Craig Realty Group – Silverthorne LLC,
Petitioner(s),**

vs

**SUMMIT COUNTY BOARD OF EQUALIZATION,
Respondent**

Petitioner(s) and Respondent hereby enter into this Stipulation regarding the tax year 2019 valuation of the subject property, and jointly move the Board of Assessment Appeals to enter its order based on this stipulation.

Petitioner(s) and Respondent agree and stipulate as follows:

1. The property subject to this stipulation is described as:

**1500115 - Lot 12 Block A Silverthorne Town Sub
1500117 - Lot 13 Block A Silverthorne Town Sub
1501232 - Lot 1 Silverthorne Factory Stores
1501233 - Lot 2 Silverthorne Factory Stores
1501234 - Lot 3 Silverthorne Factory Stores
1501284 - Lot 1 Silverthorne Factory Stores #2
1501285 - Lot 2 Silverthorne Factory Stores #2
1501286 - Lot 3 Silverthorne Factory Stores #2
1501342 - Lot 5R Riverview Sub #2
6512485 - Lot 2R Riverview Sub #2
6512486 - Lot 6R Riverview Sub #2**

2. The subject property is classified as follows:

**1500115 – Merchandising Land
1500117 – Merchandising Land
1501232 – Merchandising Land
1501233 – Merchandising Land & Merchandising Structure
1501234 – Merchandising Land & Merchandising Structure
1501284 – Merchandising Land & Merchandising Structure
1501285 – Merchandising Land & Merchandising Structure
1501286 – Merchandising Land
1501342 – Special Purpose Land & Special Purpose Structure**

6512485 – Merchandising Land & Merchandising Structure
 6512486 – Merchandising Land & Merchandising Structure

3. The County Assessor originally assigned the following actual values for tax year 2019:

1500115 – Merchandising Land	\$54,055
1500117 – Merchandising Land	\$54,055
1501232 – Merchandising Land	\$605,475
1501233 – Merchandising Land	\$625,653
Merchandising Structure	\$3,944,047
1501234 – Merchandising Land	\$1,204,216
Merchandising Structure	\$4,422,611
Merchandising Structure	\$1,856,650
1501284 – Merchandising Land	\$1,247,583
Merchandising Structure	\$2,381,521
Merchandising Structure	\$3,730,157
1501285 – Merchandising Land	\$970,128
Merchandising Structure	\$1,999,425
1501286 – Merchandising Land	\$759,036
1501342 – Special Purpose Land	\$605,475
Special Purpose Structure	\$875,935
6512485 – Merchandising Land	\$1,826,509
Merchandising Structure	\$4,386,061
6512486 – Merchandising Land	\$1,883,699
Merchandising Structure	<u>\$5,826,547</u>
TOTAL	\$39,258,838

4. After a timely appeal to the Board of Equalization, the Board of Equalization valued schedules for tax year 2019 as follows:

1500115 – Merchandising Land	\$54,055
1500117 – Merchandising Land	\$54,055
1501232 – Merchandising Land	\$605,475
1501233 – Merchandising Land	\$625,653
Merchandising Structure	\$3,944,047
1501234 – Merchandising Land	\$1,204,216
Merchandising Structure	\$4,422,611
Merchandising Structure	\$1,856,650
1501284 – Merchandising Land	\$1,247,583
Merchandising Structure	\$2,381,521
Merchandising Structure	\$3,730,157
1501285 – Merchandising Land	\$970,128
Merchandising Structure	\$1,999,425
1501286 – Merchandising Land	\$759,036
1501342 – Special Purpose Land	\$605,475
Special Purpose Structure	\$875,935
6512485 – Merchandising Land	\$1,826,509
Merchandising Structure	\$4,386,061
6512486 – Merchandising Land	\$1,883,699
Merchandising Structure	<u>\$5,826,547</u>
TOTAL	\$39,258,838

5. After further review and negotiation, Petitioners and County Board of Equalization agree to the following tax year 2019 tax values for schedules:

1500115 – Merchandising Land	\$54,055
1500117 – Merchandising Land	\$54,055
1501232 – Merchandising Land	\$605,475
1501233 – Merchandising Land	\$625,653
Merchandising Structure	\$4,857,961
1501234 – Merchandising Land	\$1,204,216
Merchandising Structure	\$5,418,857
Merchandising Structure	\$2,276,859
1501284 – Merchandising Land	\$1,247,583
Merchandising Structure	\$2,906,367
Merchandising Structure	\$4,560,940
1501285 – Merchandising Land	\$970,128
Merchandising Structure	\$2,318,903
1501286 – Merchandising Land	\$759,036
1501342 – Special Purpose Land	\$605,475
Special Purpose Structure	\$776,278
6512485 – Merchandising Land	\$1,826,509
Merchandising Structure	\$5,157,561
6512486 – Merchandising Land	<u>\$1,883,699</u>
TOTAL	<u>\$38,109,610</u>

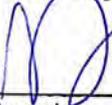
6. The valuation, as established above, shall be binding only with respect to tax year 2019.

7. Brief narrative as to why the reduction was made:

The Assessor reviewed the income and expense information provided by Petitioner and adjusted the values.

8. Both parties agree that the hearing scheduled before the Board of Assessment Appeals on January 8, 2020 be vacated.

DATED this 19th day of November 2019



Petitioner's Agent
Ian James
Duff & Phelps, LLC
1200 17th Street
Denver, CO 80202
Telephone: (303) 749-9019



Cameron Turpin
Assistant County Attorney for Respondent
Summit County Board of Equalization
PO Box 68
Breckenridge, CO 80424
Telephone: (970) 453-2561



Frank Celico
Summit County Assessor
PO Box 276
Breckenridge, CO 80424
Telephone: (970) 453-3480

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY
(Section III or Section IV must be completed)

Section III:

Written Mutual Agreement of Assessor and Petitioner

The commissioners of Summit County authorize the assessor by Resolution #2019-09 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 ten thousand dollars or less per tract, parcel, or lot of land or per schedule of personal property. 39-1-113 (1.5) C.R.S.

The assessor and petitioner mutually agree the values and tax abatement/refund of:

See separate document attached to this petition for petitioner's agreement to Assessor Recommendation.

PLEASE 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.

Section IV:

Decision of the County Commissioners
(Must be completed if Section III does not apply)

WHEREAS, The County Commissioners of Summit County, State of Colorado, at a duly and lawfully called regular meeting held on 1 / 28 / 2020 at which meeting there were present the following members: Karn Stiegelmeier, Chair; Thomas C. Davidson, Commissioner; Elisabeth Lawrence, Commissioner with notice of such meeting and an opportunity to be present having been given to the taxpayer and the Assessor of said County and said Assessor Frank Celico or his representative (**being present/not present**) and taxpayer Craig Realty Group - Silverthorne LLC (**being present/not present**); and WHEREAS, The said County Commissioners have carefully considered the within application, 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 the petition be (**approved/approved in part/denied**) with an abatement/refund as follows:

	<u>Tax Year 2019</u>			<u>Tax Year</u>		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original	\$6,212,570	\$1,801,645	\$93,186.50			
Correction	\$6,984,070	\$2,025,380	\$104,758.75			
Abate/Refund	-\$771,500	-\$223,735	-\$11,572.25			

Chairperson of Board of County Commissioners

I, Eva Henson, Deputy 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 _____, _____.

By: _____
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 the within petition, is hereby:

Approved Approved in part \$ Denied for the following reason(s) _____

Secretary's Signature

Property Tax Administrator's Signature

Date



COUNTY BOARD OF EQUALIZATION

970.453.3402 gh | 970.453.3535 f 208 East Lincoln Ave. | PO Box 68
www.SummitCountyCO.gov Breckenridge, CO 80424

AGENT: IAN JAMES
DUFF & PHELPS LLC
1200 17TH ST STE 990
DENVER, CO 80202-5835

Re: Decision Notice for Schedule #6512485
LOT 2R RIVERVIEW SUB # 2 REPLAT OF LOTS 2-8 & RAINBOW DR

The Summit County Board of Equalization (CBOE) rendered its decision on the above mentioned property, based on the recommendations of the referees who considered the testimony and exhibits presented by both parties. As such, the Board has determined that your property should be valued and/or classified as follows:

Petitioner Estimate of Value: \$5,591,313
Assessor's Recommended Value: None Provided

<u>Property Classification</u>	<u>Assessor NOD Value</u>	<u>CBOE Decision Value</u>
COMMERCIAL	\$6,212,570	\$6,212,570
	<hr/>	<hr/>
	\$6,212,570	\$6,212,570

The assessment percentage for residential property is 7.15%, and all other property, including vacant land and personal property, was assessed at 29.0%, according to Section 39-1-104(1) and 39-1-104.2, Colorado Revised Statutes. Changes or adjustments to the projected residential assessment percentages are NOT grounds for a protest or abatement of taxes per Section 39-5-121(1), Colorado Revised Statutes.

The Assessor has received a copy of this document and will make the appropriate change if your valuation or classification of property has been adjusted. If you disagree with the Board's decision, you may appeal further to one of the three authorities outlined on the back of this notice.

In 2011 Senate Bill 11-119 requires any income-producing commercial real property that appeals to the Board of Assessment Appeals to submit income and expense data within 90 days after the appeal has been filed. Failure to comply may cause the BAA to issue an order dismissing the action or the entry of judgment by default against the petitioner. Please review 39-8-107 C.R.S.

Decision Date: August 5, 2019

SUMMIT COUNTY BOARD OF EQUALIZATION:

CERTIFICATE OF MAILING: I certify that a true and correct copy of the foregoing decision was hand delivered to the Summit County Assessor and mailed to the petitioner at the address above, postage prepaid, on this 10th day of August, 2019.

Thomas C. Davidson, Chair

Eva Henson, Deputy Clerk

APPEAL RIGHTS

(Choose ONLY ONE of these three options.)

Board of Assessment Appeals (BAA)

You have the right to appeal the CBOE's decision to the state Board of Assessment Appeals (BAA). Such hearing is the final hearing at which new testimony, exhibits, or any other evidence may be introduced. If the decision of the BAA is further appealed to the Court of Appeals, only the record created at the BAA hearing shall be the basis for the court's decision. No new evidence can be introduced at the Court of Appeals. (§ 39-8-108(1), C.R.S.)

Any request for a hearing before the BAA shall be accompanied by the appropriate non-refundable filing fee for each tract, parcel, or lot of real property and for each schedule of personal property included in the request. A pro se taxpayer who has filed two or less petitions in the current fiscal year (July 1 - June 30) pays \$0; a pro se taxpayer who has filed more than two petitions in the current fiscal year pays \$33.75; an attorney or other agent pays \$101.25. However, if the request involves more than one tract, parcel or lot owned by the same taxpayer, **and** involves the same issue regarding the valuation of such real property; only one filing fee shall be required for such a hearing.

Appeals to the BAA must be made on forms furnished by the BAA and filed within thirty (30) days of the date the decision by the CBOE was rendered. Questions about filing an appeal must be directed to the BAA.

Board of Assessment Appeals
1313 Sherman Street, Room 315
Denver, CO 80203
Phone: 303-864-7710
www.dola.colorado.gov/baa

*****Rent Producing Commercial Real Property***** Notice of Disclosure Requirements Pursuant to § 39-8-107(5), C.R.S.,

Colorado Revised Statutes § 39-8-107(5)(a)(I), requires any petitioner appealing either a valuation of rent-producing commercial real property to the board of assessment appeals pursuant to § 39-8-108(1) or a denial of an abatement of taxes pursuant to § 39-10-114 to provide the county board of equalization or to the board of county commissioners of the county in the case of an abatement the following information: (A) Actual annual rental income for two full years including the base year for the relevant property tax year; (B) Tenant reimbursements for two full years including the base year for the relevant property tax year; (C) Itemized expenses for two full years including the base year for the relevant property tax year; and (D) Rent roll data, including the name of any tenants, the address, unit, or suite number of the subject property, lease start and end dates, option terms, base rent, square footage leased, and vacant space for two full years including the base year for the relevant property tax year.

Pursuant to § 39-8-107(5)(a)(II) and (c), C.R.S., the county may move the Board of Assessment Appeals to compel disclosure and to issue appropriate sanctions for noncompliance with such order if the information above is not provided within ninety days after the date the appeal was filed with the Board of Assessment Appeals.

District Court

You have the right to appeal the CBOE's decision to the District Court of the county wherein your property is located. Such hearing is the final hearing at which new testimony, exhibits, or any other evidence may be introduced. If the decision of the District Court is further appealed to the Court of Appeals, only the record created at the District Court hearing shall be the basis for the court's decision. No new evidence can be introduced at the Court of Appeals. (§ 39-8-108(1), C.R.S.)

Please confer with your attorney or contact the Clerk of the Courts to determine the cost of such appeal. All appeals must be filed within thirty (30) days of the date the decision by the CBOE was rendered. Questions about filing an appeal must be directed to the District Court.

District Court
501 North Park Avenue / P.O. Box 269
Breckenridge, Colorado 80424
Phone: 970-453-2241

Binding Arbitration

You have the right to submit your case to arbitration. If you choose this option, the arbitrator's decision is final and your right to appeal your current valuation ends. (§ 39-8-108.5, C.R.S.)

In order to pursue arbitration, you must notify the County Board of Equalization (CBOE) of your intent within thirty (30) days of the date the decision by the CBOE was rendered. You and the CBOE select an arbitrator from the official list of qualified arbitrators within forty-five (45) days of the CBOE's decision or within thirty (30) days from the date the list of arbitrators is made available, whichever is later. In the absence of agreement on the arbitrator between you and the CBOE within the specified time period, the District Court of the county in which the property is located shall select an arbitrator from the list.

Arbitration hearings are held within sixty (60) days from the date the arbitrator is selected. Both you and the CBOE are entitled to participate. The hearings are informal. The arbitrator has the authority to issue, or cause to be issued, subpoenas for the attendance of witnesses and for the production of books, records, documents, and other evidence and shall have the power to administer oaths.

The arbitration hearing may be confidential and closed to the public, upon mutual agreement. The arbitrator's written decision must be delivered to both parties personally, or by registered mail, within ten (10) days of the hearing. Such decision is final and not subject to review.

The arbitrator's fees and expenses are agreed upon by you and the CBOE. In the case of residential real property, such fees and expenses cannot exceed One Hundred Fifty Dollars (\$150) per case. For all other taxable property other than residential real property, the arbitrator's expenses and fees shall be an amount agreed upon by the taxpayer and the CBOE. The amount to which this County Board of Equalization will agree is established at Two Hundred Fifty Dollars (\$250) per case for the first four hours, with an additional One Hundred Dollars (\$100) per hour for the time which exceeds the first four hours, plus all other reasonable expenses incurred by the arbitrator. The arbitrator's fees and expenses, not including counsel fees, are to be paid as provided in the decision.

Filing Requirements:

You must submit ALL documents you wish considered with your appeal to any of the three authorities. Each of these venues provides a hearing *de novo*, which means you must submit new materials to support your opinion. Documents submitted to the Assessor or CBOE will not automatically be forwarded to the next level authority. As a reminder, any appeal to the Board of Assessment Appeals or the District Court, or your intent to submit to arbitration, must be filed no later than thirty (30) days after the date the decision by the County Board of Equalization was rendered. (§ 39-8-108(1), C.R.S.)



OFFICE OF THE ASSESSOR

970-453-3480 phone
assessor@summitcountyco.gov
www.summitcountyco.gov

PO Box 276
208 Lincoln Ave
Breckenridge, CO 80424

To: The Honorable Summit County Board of Equalization
From: Michael W. Peterson, Summit County Chief Appraiser/Senior Data Analyst
Date: July 21, 2019

RE: Administrative Denial
Owner: Craig Realty Group-Silverthorne LLC
Represented by: Travis Stuard Ian James
Duff & Phelps LLC
1200 17th St STE 990
Denver, CO 80202-5835

Ian James, Travis Stuard, Duff & Phelps LLC, and Michael W. Peterson, Chief Appraiser/Senior Data Analyst, have mutually agreed to an Administrative Denial for the following schedule numbers for tax year 2019:

Table with 3 columns: Schedule, Legal Description, Actual Value. Lists 14 property schedules with their respective legal descriptions and values.

This agreement protects the taxpayer's rights to appeal to the next level and allows additional time for the petitioner and the assessor to exchange information.

The 2019 actual values as stated on the Notice of Determination and restated above are hereby agreed upon for the purpose of this denial.

Signature of Ian James, V.P.
Travis Stuard, Duff & Phelps LLC

7-22-19
Date

Signature of Michael W. Peterson
Michael W. Peterson
Chief Appraiser/Senior Data Analyst

7/21/19
Date



OFFICE OF THE COUNTY ASSESSOR

970.453.3480 ph | 970.453.3481 f
www.SummitCountyCO.gov

208 East Lincoln Ave. | PO Box 276
Breckenridge, CO 80424

STAFF REPORT

TO: Board of County Commissioners

FROM: Frank Celico, County Assessor
Mike Peterson, Chief Appraiser

FOR: January 28, 2020 BOCC Regular Meeting

SUBJECT: Abatements for Craig Realty - Silverthorne Factory Stores
20AR-06, 20AR-10, 20AR-11, 20AR-12, 20AR-16

RECOMMENDATION: Our office is recommending abatements for the following schedules:

20AR-10	150123 3	Lot 2 Silverthorne Factory Stores
20AR-11	150123 4	Lot 3 Silverthorne Factory Stores
20AR-12	150128 4	Lot 1 Silverthorne Factory Stores #2
20AR-06	651248 5	Lot 2R Riverview Sub #2 Replat of Lots 2-8 & Rainbow Dr
20AR-16	651248 6	Lot 6R Riverview Sub #2 Replat of Lots 2-8 & Rainbow Dr

These schedules before you are only 5 of a group of 11 schedules owned by the Craig Realty Group, and which make up the Silverthorne Factory Stores. 4 schedules did not have adjustments and the other 2 schedules that did have adjustments are being processed internally by the Assessor's Office, since the abatement amount is less than \$10,000, per BOCC Resolution 2019-09.

BACKGROUND: The Silverthorne Factory Stores were valued as a whole based on the Income Approach to **value**. After finding a total value for the outlets as a whole, that total value was then allocated amongst the 11 schedules, based on the size of the building. The land values for each schedule are based on market sales of other commercial land sales within the data collection **period**. The improvement values are then based on the allocated value for the schedule, less the land value for **that schedule**.

When the Silverthorne Factory Stores were valued for 2019, the improvement on schedule 6512486 was assigned a **value**. Upon appeal by the Petitioner, we confirmed that this building was vacant and ultimately demolished and therefore this improvement had no contributory value to the income or expenses for the Silverthorne Factory Stores. So, we removed the value from the improvement on that schedule and reallocated the total to the remaining improvements that did have contributory value to the income and expenses. This is why the improvement value on schedule 6512486 went from \$5,826,547 on their Notice of Determination to \$0 at Stipulation.

The value allocation for each schedule is based on the square footage of the **improvement**. The reduction in value of the improvement on schedule 1501342 is because of a square footage adjustment that occurred during this appeal process.

Additionally, the total value of the 11 schedules went down because the revised total value is based on actual income and expense information for these properties provided by the Petitioner during the appeal process.

The property owners, Craig Realty Group, have agreed to the adjusted total values and tax amounts for all schedules through their tax agent.

ATTACHMENTS: Property Value Comparison Spreadsheet
 Stipulation Agreement
 DPT Petitions
 NOD

Abatement	Schedule	Legal Description	NOTICE OF DETERMINATION VALUES				STIPULATION VALUES				Tax Amount to be Abated	Comments
			Land Value	Improvement Value 1	Improvement Value 2	NOD Total Value	Land Value	Improvement Value 1	Improvement Value 2	Total Value		
	1500115	Lot 12 Block A Silverthorne Town Sub	\$54,055			\$54,055	\$54,055			\$54,055	\$0	
	1500117	Lot 13 Block A Silverthorne Town Sub	\$54,055			\$54,055	\$54,055			\$54,055	\$0	
	1501232	Lot 1 Silverthorne Factory Stores	\$605,475			\$605,475	\$605,475			\$605,475	\$0	
20AR-10	1501233	Lot 2 Silverthorne Factory Stores	\$625,653	\$3,944,047		\$4,569,700	\$625,653	\$4,857,961		\$5,483,614	-\$13,708	Imp value 1 adjusted up
20AR-11	1501234	Lot 3 Silverthorne Factory Stores	\$1,204,216	\$4,422,611	\$1,856,650	\$7,483,477	\$1,204,216	\$5,418,857	\$2,276,859	\$8,899,932	-\$21,246	Imp values 1 & 2 adjusted up
20AR-12	1501284	Lot 1 Silverthorne Factory Stores #2	\$1,247,583	\$2,381,521	\$3,730,157	\$7,359,261	\$1,247,583	\$2,906,367	\$4,560,940	\$8,714,890	-\$20,334	Imp values 1 & 2 adjusted up
	1501285	Lot 2 Silverthorne Factory Stores #2	\$970,128	\$1,999,425		\$2,969,553	\$970,128	\$2,318,903		\$3,289,031	-\$4,792	Imp value 1 adjusted up
	1501286	Lot 3 Silverthorne Factory Stores #2	\$759,036			\$759,036	\$759,036			\$759,036	\$0	
	1501342	Lot 5R Riverview Sub #2 Replat of Lots 2-8 & Rainbow Dr	\$605,475	\$875,935		\$1,481,410	\$605,475	\$776,278		\$1,381,753	\$1,495	Imp value 1 adjusted down
20AR-06	6512485	Lot 2R Riverview Sub #2 Replat of Lots 2-8 & Rainbow Dr	\$1,826,509	\$4,386,061		\$6,212,570	\$1,826,509	\$5,157,561		\$6,984,070	-\$11,572	Imp value 1 adjusted up
20AR-16	6512486	Lot 6R Riverview Sub #2 Replat of Lots 2-8 & Rainbow Dr	\$1,883,699	\$5,826,547		\$7,710,246	\$1,883,699	\$0		\$1,883,699	\$87,396	Imp value 1 adjusted down
						\$39,258,838				\$38,109,610	\$17,238	

**BOARD OF ASSESSMENT APPEALS
STATE OF COLORADO**

Docket Number: 75671

Summit County Schedule Number(s):

**1500115, 1500117, 1501232, 1501233, 1501234, 1501284, 1501285,
1501286, 1501342, 6512485 and 6512486**

STIPULATION (As to Tax Year 2019 Actual Value)

Ian James of Duff & Phelps, LLC, Agent for Craig Realty Group – Silverthorne LLC,
Petitioner(s),

vs

SUMMIT COUNTY BOARD OF EQUALIZATION,
Respondent

Petitioner(s) and Respondent hereby enter into this Stipulation regarding the tax year 2019 valuation of the subject property, and jointly move the Board of Assessment Appeals to enter its order based on this stipulation.

Petitioner(s) and Respondent agree and stipulate as follows:

1. The property subject to this stipulation is described as:

**1500115 - Lot 12 Block A Silverthorne Town Sub
1500117 - Lot 13 Block A Silverthorne Town Sub
1501232 - Lot 1 Silverthorne Factory Stores
1501233 - Lot 2 Silverthorne Factory Stores
1501234 - Lot 3 Silverthorne Factory Stores
1501284 - Lot 1 Silverthorne Factory Stores #2
1501285 - Lot 2 Silverthorne Factory Stores #2
1501286 - Lot 3 Silverthorne Factory Stores #2
1501342 - Lot 5R Riverview Sub #2
6512485 - Lot 2R Riverview Sub #2
6512486 - Lot 6R Riverview Sub #2**

2. The subject property is classified as follows:

**1500115 – Merchandising Land
1500117 – Merchandising Land
1501232 – Merchandising Land
1501233 – Merchandising Land & Merchandising Structure
1501234 – Merchandising Land & Merchandising Structure
1501284 – Merchandising Land & Merchandising Structure
1501285 – Merchandising Land & Merchandising Structure
1501286 – Merchandising Land
1501342 – Special Purpose Land & Special Purpose Structure**

6512485 – Merchandising Land & Merchandising Structure
 6512486 – Merchandising Land & Merchandising Structure

3. The County Assessor originally assigned the following actual values for tax year 2019:

1500115 – Merchandising Land	\$54,055
1500117 – Merchandising Land	\$54,055
1501232 – Merchandising Land	\$605,475
1501233 – Merchandising Land	\$625,653
Merchandising Structure	\$3,944,047
1501234 – Merchandising Land	\$1,204,216
Merchandising Structure	\$4,422,611
Merchandising Structure	\$1,856,650
1501284 – Merchandising Land	\$1,247,583
Merchandising Structure	\$2,381,521
Merchandising Structure	\$3,730,157
1501285 – Merchandising Land	\$970,128
Merchandising Structure	\$1,999,425
1501286 – Merchandising Land	\$759,036
1501342 – Special Purpose Land	\$605,475
Special Purpose Structure	\$875,935
6512485 – Merchandising Land	\$1,826,509
Merchandising Structure	\$4,386,061
6512486 – Merchandising Land	\$1,883,699
Merchandising Structure	<u>\$5,826,547</u>
TOTAL	\$39,258,838

4. After a timely appeal to the Board of Equalization, the Board of Equalization valued schedules for tax year 2019 as follows:

1500115 – Merchandising Land	\$54,055
1500117 – Merchandising Land	\$54,055
1501232 – Merchandising Land	\$605,475
1501233 – Merchandising Land	\$625,653
Merchandising Structure	\$3,944,047
1501234 – Merchandising Land	\$1,204,216
Merchandising Structure	\$4,422,611
Merchandising Structure	\$1,856,650
1501284 – Merchandising Land	\$1,247,583
Merchandising Structure	\$2,381,521
Merchandising Structure	\$3,730,157
1501285 – Merchandising Land	\$970,128
Merchandising Structure	\$1,999,425
1501286 – Merchandising Land	\$759,036
1501342 – Special Purpose Land	\$605,475
Special Purpose Structure	\$875,935
6512485 – Merchandising Land	\$1,826,509
Merchandising Structure	\$4,386,061
6512486 – Merchandising Land	\$1,883,699
Merchandising Structure	<u>\$5,826,547</u>
TOTAL	\$39,258,838

5. After further review and negotiation, Petitioners and County Board of Equalization agree to the following tax year 2019 tax values for schedules:

1500115 – Merchandising Land	\$54,055
1500117 – Merchandising Land	\$54,055
1501232 – Merchandising Land	\$605,475
1501233 – Merchandising Land	\$625,653
Merchandising Structure	\$4,857,961
1501234 – Merchandising Land	\$1,204,216
Merchandising Structure	\$5,418,857
Merchandising Structure	\$2,276,859
1501284 – Merchandising Land	\$1,247,583
Merchandising Structure	\$2,906,367
Merchandising Structure	\$4,560,940
1501285 – Merchandising Land	\$970,128
Merchandising Structure	\$2,318,903
1501286 – Merchandising Land	\$759,036
1501342 – Special Purpose Land	\$605,475
Special Purpose Structure	\$776,278
6512485 – Merchandising Land	\$1,826,509
Merchandising Structure	\$5,157,561
6512486 – Merchandising Land	<u>\$1,883,699</u>
TOTAL	<u>\$38,109,610</u>

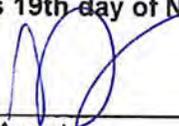
6. The valuation, as established above, shall be binding only with respect to tax year 2019.

7. Brief narrative as to why the reduction was made:

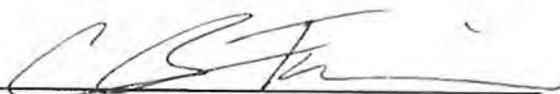
The Assessor reviewed the income and expense information provided by Petitioner and adjusted the values.

8. Both parties agree that the hearing scheduled before the Board of Assessment Appeals on January 8, 2020 be vacated.

DATED this 19th day of November 2019



Petitioner's Agent
Ian James
Duff & Phelps, LLC
1200 17th Street
Denver, CO 80202
Telephone: (303) 749-9019



Cameron Turpin
Assistant County Attorney for Respondent
Summit County Board of Equalization
PO Box 68
Breckenridge, CO 80424
Telephone: (970) 453-2561



Frank Celico
Summit County Assessor
PO Box 276
Breckenridge, CO 80424
Telephone: (970) 453-3480

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY
(Section III or Section IV must be completed)

Section III:

Written Mutual Agreement of Assessor and Petitioner

The commissioners of Summit County authorize the assessor by Resolution #2019-09 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 ten thousand dollars or less per tract, parcel, or lot of land or per schedule of personal property. 39-1-113 (1.5) C.R.S.

The assessor and petitioner mutually agree the values and tax abatement/refund of:

See separate document attached to this petition for petitioner's agreement to Assessor Recommendation.

PLEASE 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.

Section IV:

Decision of the County Commissioners
(Must be completed if Section III does not apply)

WHEREAS, The County Commissioners of Summit County, State of Colorado, at a duly and lawfully called regular meeting held on 1 / 28 / 2020 at which meeting there were present the following members: Karn Stiegelmeier, Chair; Thomas C. Davidson, Commissioner; Elisabeth Lawrence, Commissioner with notice of such meeting and an opportunity to be present having been given to the taxpayer and the Assessor of said County and said Assessor Frank Celico or his representative (**being present/not present**) and taxpayer Craig Realty Group - Silverthorne LLC (**being present/not present**); and WHEREAS, The said County Commissioners have carefully considered the within application, 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 the petition be (**approved/approved in part/denied**) with an abatement/refund as follows:

	<u>Tax Year 2019</u>			<u>Tax Year</u>		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original	\$4,569,700	\$1,325,213	\$68,544.00			
Correction	\$5,483,614	\$1,590,248	\$82,252.40			
Abate/Refund	-\$913,914	-\$265,035	-\$13,708.40			

Chairperson of Board of County Commissioners

I, Eva Henson, Deputy 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 _____, _____.

By: _____
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 the within petition, is hereby:

Approved Approved in part \$ Denied for the following reason(s) _____

Secretary's Signature

Property Tax Administrator's Signature

_____ Date



COUNTY BOARD OF EQUALIZATION

970.453.3402 ph | 970.453.3535 f 208 East Lincoln Ave. | PO Box 68
www.SummitCountyCO.gov Breckenridge, CO 80424

AGENT: IAN JAMES
DUFF & PHELPS LLC
1200 17TH ST STE 990
DENVER, CO 80202-5835

Re: Decision Notice for Schedule #1501233
LOT 2 SILVERTHORNE FACTORY STORES

The Summit County Board of Equalization (CBOE) rendered its decision on the above mentioned property, based on the recommendations of the referees who considered the testimony and exhibits presented by both parties. As such, the Board has determined that your property should be valued and/or classified as follows:

Petitioner Estimate of Value: \$4,112,730
Assessor's Recommended Value: None Provided

<u>Property Classification</u>	<u>Assessor NOD Value</u>	<u>CBOE Decision Value</u>
COMMERCIAL	\$4,569,700	\$4,569,700
	<u>\$4,569,700</u>	<u>\$4,569,700</u>

The assessment percentage for residential property is 7.15%, and all other property, including vacant land and personal property, was assessed at 29.0%, according to Section 39-1-104(1) and 39-1-104.2, Colorado Revised Statutes. Changes or adjustments to the projected residential assessment percentages are NOT grounds for a protest or abatement of taxes per Section 39-5-121(1), Colorado Revised Statutes.

The Assessor has received a copy of this document and will make the appropriate change if your valuation or classification of property has been adjusted. If you disagree with the Board's decision, you may appeal further to one of the three authorities outlined on the back of this notice.

In 2011 Senate Bill 11-119 requires any income-producing commercial real property that appeals to the Board of Assessment Appeals to submit income and expense data within 90 days after the appeal has been filed. Failure to comply may cause the BAA to issue an order dismissing the action or the entry of judgment by default against the petitioner. Please review 39-8-107 C.R.S.

Decision Date: August 5, 2019

SUMMIT COUNTY BOARD OF EQUALIZATION:

CERTIFICATE OF MAILING: I certify that a true and correct copy of the foregoing decision was hand delivered to the Summit County Assessor and mailed to the petitioner at the address above, postage prepaid, on this 10th day of August, 2019.

Thomas C. Davidson, Chair

Eva Henson, Deputy Clerk

APPEAL RIGHTS

(Choose ONLY ONE of these three options.)

Board of Assessment Appeals (BAA)

You have the right to appeal the CBOE's decision to the state Board of Assessment Appeals (BAA). Such hearing is the final hearing at which new testimony, exhibits, or any other evidence may be introduced. If the decision of the BAA is further appealed to the Court of Appeals, only the record created at the BAA hearing shall be the basis for the court's decision. No new evidence can be introduced at the Court of Appeals. (§ 39-8-108(1), C.R.S.)

Any request for a hearing before the BAA shall be accompanied by the appropriate non-refundable filing fee for each tract, parcel, or lot of real property and for each schedule of personal property included in the request. A pro se taxpayer who has filed two or less petitions in the current fiscal year (July 1 - June 30) pays \$0; a pro se taxpayer who has filed more than two petitions in the current fiscal year pays \$33.75; an attorney or other agent pays \$101.25. However, if the request involves more than one tract, parcel or lot owned by the same taxpayer, **and** involves the same issue regarding the valuation of such real property; only one filing fee shall be required for such a hearing.

Appeals to the BAA must be made on forms furnished by the BAA and filed within thirty (30) days of the date the decision by the CBOE was rendered. Questions about filing an appeal must be directed to the BAA.

Board of Assessment Appeals
1313 Sherman Street, Room 315
Denver, CO 80203
Phone: 303-864-7710
www.dola.colorado.gov/baa

*****Rent Producing Commercial Real Property*****

Notice of Disclosure Requirements Pursuant to § 39-8-107(5), C.R.S.,

Colorado Revised Statutes § 39-8-107(5)(a)(I), requires any petitioner appealing either a valuation of rent-producing commercial real property to the board of assessment appeals pursuant to § 39-8-108(1) or a denial of an abatement of taxes pursuant to § 39-10-114 to provide the county board of equalization or to the board of county commissioners of the county in the case of an abatement the following information: (A) Actual annual rental income for two full years including the base year for the relevant property tax year; (B) Tenant reimbursements for two full years including the base year for the relevant property tax year; (C) Itemized expenses for two full years including the base year for the relevant property tax year; and (D) Rent roll data, including the name of any tenants, the address, unit, or suite number of the subject property, lease start and end dates, option terms, base rent, square footage leased, and vacant space for two full years including the base year for the relevant property tax year.

Pursuant to § 39-8-107(5)(a)(II) and (c), C.R.S., the county may move the Board of Assessment Appeals to compel disclosure and to issue appropriate sanctions for noncompliance with such order if the information above is not provided within ninety days after the date the appeal was filed with the Board of Assessment Appeals.

District Court

You have the right to appeal the CBOE's decision to the District Court of the county wherein your property is located. Such hearing is the final hearing at which new testimony, exhibits, or any other evidence may be introduced. If the decision of the District Court is further appealed to the Court of Appeals, only the record created at the District Court hearing shall be the basis for the court's decision. No new evidence can be introduced at the Court of Appeals. (§ 39-8-108(1), C.R.S.)

Please confer with your attorney or contact the Clerk of the Courts to determine the cost of such appeal. All appeals must be filed within thirty (30) days of the date the decision by the CBOE was rendered. Questions about filing an appeal must be directed to the District Court.

District Court
501 North Park Avenue / P.O. Box 269
Breckenridge, Colorado 80424
Phone: 970-453-2241

Binding Arbitration

You have the right to submit your case to arbitration. If you choose this option, the arbitrator's decision is final and your right to appeal your current valuation ends. (§ 39-8-108.5, C.R.S.)

In order to pursue arbitration, you must notify the County Board of Equalization (CBOE) of your intent within thirty (30) days of the date the decision by the CBOE was rendered. You and the CBOE select an arbitrator from the official list of qualified arbitrators within forty-five (45) days of the CBOE's decision or within thirty (30) days from the date the list of arbitrators is made available, whichever is later. In the absence of agreement on the arbitrator between you and the CBOE within the specified time period, the District Court of the county in which the property is located shall select an arbitrator from the list.

Arbitration hearings are held within sixty (60) days from the date the arbitrator is selected. Both you and the CBOE are entitled to participate. The hearings are informal. The arbitrator has the authority to issue, or cause to be issued, subpoenas for the attendance of witnesses and for the production of books, records, documents, and other evidence and shall have the power to administer oaths.

The arbitration hearing may be confidential and closed to the public, upon mutual agreement. The arbitrator's written decision must be delivered to both parties personally, or by registered mail, within ten (10) days of the hearing. Such decision is final and not subject to review.

The arbitrator's fees and expenses are agreed upon by you and the CBOE. In the case of residential real property, such fees and expenses cannot exceed One Hundred Fifty Dollars (\$150) per case. For all other taxable property other than residential real property, the arbitrator's expenses and fees shall be an amount agreed upon by the taxpayer and the CBOE. The amount to which this County Board of Equalization will agree is established at Two Hundred Fifty Dollars (\$250) per case for the first four hours, with an additional One Hundred Dollars (\$100) per hour for the time which exceeds the first four hours, plus all other reasonable expenses incurred by the arbitrator. The arbitrator's fees and expenses, not including counsel fees, are to be paid as provided in the decision.

Filing Requirements:

You must submit ALL documents you wish considered with your appeal to any of the three authorities. Each of these venues provides a hearing *de novo*, which means you must submit new materials to support your opinion. Documents submitted to the Assessor or CBOE will not automatically be forwarded to the next level authority. As a reminder, any appeal to the Board of Assessment Appeals or the District Court, or your intent to submit to arbitration, must be filed no later than thirty (30) days after the date the decision by the County Board of Equalization was rendered. (§ 39-8-108(1), C.R.S.)



OFFICE OF THE COUNTY ASSESSOR

970.453.3480 ph | 970.453.3481 f
www.SummitCountyCO.gov

208 East Lincoln Ave. | PO Box 276
Breckenridge, CO 80424

STAFF REPORT

TO: Board of County Commissioners

FROM: Frank Celico, County Assessor
Mike Peterson, Chief Appraiser

FOR: January 28, 2020 BOCC Regular Meeting

SUBJECT: Abatements for Craig Realty - Silverthorne Factory Stores
20AR-06, 20AR-10, 20AR-11, 20AR-12, 20AR-16

RECOMMENDATION: Our office is recommending abatements for the following schedules:

20AR-10	150123 3	Lot 2 Silverthorne Factory Stores
20AR-11	150123 4	Lot 3 Silverthorne Factory Stores
20AR-12	150128 4	Lot 1 Silverthorne Factory Stores #2
20AR-06	651248 5	Lot 2R Riverview Sub #2 Replat of Lots 2-8 & Rainbow Dr
20AR-16	651248 6	Lot 6R Riverview Sub #2 Replat of Lots 2-8 & Rainbow Dr

These schedules before you are only 5 of a group of 11 schedules owned by the Craig Realty Group, and which make up the Silverthorne Factory Stores. 4 schedules did not have adjustments and the other 2 schedules that did have adjustments are being processed internally by the Assessor's Office, since the abatement amount is less than \$10,000, per BOCC Resolution 2019-09.

BACKGROUND: The Silverthorne Factory Stores were valued as a whole based on the Income Approach to **value**. After finding a total value for the outlets as a whole, that total value was then allocated amongst the 11 schedules, based on the size of the building. The land values for each schedule are based on market sales of other commercial land sales within the data collection **period**. The improvement values are then based on the allocated value for the schedule, less the land value for **that schedule**.

When the Silverthorne Factory Stores were valued for 2019, the improvement on schedule 6512486 was assigned a **value**. Upon appeal by the Petitioner, we confirmed that this building was vacant and ultimately demolished and therefore this improvement had no contributory value to the income or expenses for the Silverthorne Factory Stores. So, we removed the value from the improvement on that schedule and reallocated the total to the remaining improvements that did have contributory value to the income and expenses. This is why the improvement value on schedule 6512486 went from \$5,826,547 on their Notice of Determination to \$0 at Stipulation.

The value allocation for each schedule is based on the square footage of the **improvement**. The reduction in value of the improvement on schedule 1501342 is because of a square footage adjustment that occurred during this appeal process.

Additionally, the total value of the 11 schedules went down because the revised total value is based on actual income and expense information for these properties provided by the Petitioner during the appeal process.

The property owners, Craig Realty Group, have agreed to the adjusted total values and tax amounts for all schedules through their tax agent.

ATTACHMENTS: Property Value Comparison Spreadsheet
 Stipulation Agreement
 DPT Petitions
 NOD

Abatement	Schedule	Legal Description	NOTICE OF DETERMINATION VALUES				STIPULATION VALUES				Tax Amount to be Abated	Comments
			Land Value	Improvement Value 1	Improvement Value 2	NOD Total Value	Land Value	Improvement Value 1	Improvement Value 2	Total Value		
	1500115	Lot 12 Block A Silverthorne Town Sub	\$54,055			\$54,055	\$54,055			\$54,055	\$0	
	1500117	Lot 13 Block A Silverthorne Town Sub	\$54,055			\$54,055	\$54,055			\$54,055	\$0	
	1501232	Lot 1 Silverthorne Factory Stores	\$605,475			\$605,475	\$605,475			\$605,475	\$0	
20AR-10	1501233	Lot 2 Silverthorne Factory Stores	\$625,653	\$3,944,047		\$4,569,700	\$625,653	\$4,857,961		\$5,483,614	-\$13,708	Imp value 1 adjusted up
20AR-11	1501234	Lot 3 Silverthorne Factory Stores	\$1,204,216	\$4,422,611	\$1,856,650	\$7,483,477	\$1,204,216	\$5,418,857	\$2,276,859	\$8,899,932	-\$21,246	Imp values 1 & 2 adjusted up
20AR-12	1501284	Lot 1 Silverthorne Factory Stores #2	\$1,247,583	\$2,381,521	\$3,730,157	\$7,359,261	\$1,247,583	\$2,906,367	\$4,560,940	\$8,714,890	-\$20,334	Imp values 1 & 2 adjusted up
	1501285	Lot 2 Silverthorne Factory Stores #2	\$970,128	\$1,999,425		\$2,969,553	\$970,128	\$2,318,903		\$3,289,031	-\$4,792	Imp value 1 adjusted up
	1501286	Lot 3 Silverthorne Factory Stores #2	\$759,036			\$759,036	\$759,036			\$759,036	\$0	
	1501342	Lot 5R Riverview Sub #2 Replat of Lots 2-8 & Rainbow Dr	\$605,475	\$875,935		\$1,481,410	\$605,475	\$776,278		\$1,381,753	\$1,495	Imp value 1 adjusted down
20AR-06	6512485	Lot 2R Riverview Sub #2 Replat of Lots 2-8 & Rainbow Dr	\$1,826,509	\$4,386,061		\$6,212,570	\$1,826,509	\$5,157,561		\$6,984,070	-\$11,572	Imp value 1 adjusted up
20AR-16	6512486	Lot 6R Riverview Sub #2 Replat of Lots 2-8 & Rainbow Dr	\$1,883,699	\$5,826,547		\$7,710,246	\$1,883,699	\$0		\$1,883,699	\$87,396	Imp value 1 adjusted down
						\$39,258,838				\$38,109,610	\$17,238	

**BOARD OF ASSESSMENT APPEALS
STATE OF COLORADO**

Docket Number: 75671

Summit County Schedule Number(s):

**1500115, 1500117, 1501232, 1501233, 1501234, 1501284, 1501285,
1501286, 1501342, 6512485 and 6512486**

STIPULATION (As to Tax Year 2019 Actual Value)

Ian James of Duff & Phelps, LLC, Agent for Craig Realty Group – Silverthorne LLC,
Petitioner(s),

vs

SUMMIT COUNTY BOARD OF EQUALIZATION,
Respondent

Petitioner(s) and Respondent hereby enter into this Stipulation regarding the tax year 2019 valuation of the subject property, and jointly move the Board of Assessment Appeals to enter its order based on this stipulation.

Petitioner(s) and Respondent agree and stipulate as follows:

1. The property subject to this stipulation is described as:

**1500115 - Lot 12 Block A Silverthorne Town Sub
1500117 - Lot 13 Block A Silverthorne Town Sub
1501232 - Lot 1 Silverthorne Factory Stores
1501233 - Lot 2 Silverthorne Factory Stores
1501234 - Lot 3 Silverthorne Factory Stores
1501284 - Lot 1 Silverthorne Factory Stores #2
1501285 - Lot 2 Silverthorne Factory Stores #2
1501286 - Lot 3 Silverthorne Factory Stores #2
1501342 - Lot 5R Riverview Sub #2
6512485 - Lot 2R Riverview Sub #2
6512486 - Lot 6R Riverview Sub #2**

2. The subject property is classified as follows:

**1500115 – Merchandising Land
1500117 – Merchandising Land
1501232 – Merchandising Land
1501233 – Merchandising Land & Merchandising Structure
1501234 – Merchandising Land & Merchandising Structure
1501284 – Merchandising Land & Merchandising Structure
1501285 – Merchandising Land & Merchandising Structure
1501286 – Merchandising Land
1501342 – Special Purpose Land & Special Purpose Structure**

6512485 – Merchandising Land & Merchandising Structure
 6512486 – Merchandising Land & Merchandising Structure

3. The County Assessor originally assigned the following actual values for tax year 2019:

1500115 – Merchandising Land	\$54,055
1500117 – Merchandising Land	\$54,055
1501232 – Merchandising Land	\$605,475
1501233 – Merchandising Land	\$625,653
Merchandising Structure	\$3,944,047
1501234 – Merchandising Land	\$1,204,216
Merchandising Structure	\$4,422,611
Merchandising Structure	\$1,856,650
1501284 – Merchandising Land	\$1,247,583
Merchandising Structure	\$2,381,521
Merchandising Structure	\$3,730,157
1501285 – Merchandising Land	\$970,128
Merchandising Structure	\$1,999,425
1501286 – Merchandising Land	\$759,036
1501342 – Special Purpose Land	\$605,475
Special Purpose Structure	\$875,935
6512485 – Merchandising Land	\$1,826,509
Merchandising Structure	\$4,386,061
6512486 – Merchandising Land	\$1,883,699
Merchandising Structure	<u>\$5,826,547</u>
TOTAL	\$39,258,838

4. After a timely appeal to the Board of Equalization, the Board of Equalization valued schedules for tax year 2019 as follows:

1500115 – Merchandising Land	\$54,055
1500117 – Merchandising Land	\$54,055
1501232 – Merchandising Land	\$605,475
1501233 – Merchandising Land	\$625,653
Merchandising Structure	\$3,944,047
1501234 – Merchandising Land	\$1,204,216
Merchandising Structure	\$4,422,611
Merchandising Structure	\$1,856,650
1501284 – Merchandising Land	\$1,247,583
Merchandising Structure	\$2,381,521
Merchandising Structure	\$3,730,157
1501285 – Merchandising Land	\$970,128
Merchandising Structure	\$1,999,425
1501286 – Merchandising Land	\$759,036
1501342 – Special Purpose Land	\$605,475
Special Purpose Structure	\$875,935
6512485 – Merchandising Land	\$1,826,509
Merchandising Structure	\$4,386,061
6512486 – Merchandising Land	\$1,883,699
Merchandising Structure	<u>\$5,826,547</u>
TOTAL	\$39,258,838

5. After further review and negotiation, Petitioners and County Board of Equalization agree to the following tax year 2019 tax values for schedules:

1500115 – Merchandising Land	\$54,055
1500117 – Merchandising Land	\$54,055
1501232 – Merchandising Land	\$605,475
1501233 – Merchandising Land	\$625,653
Merchandising Structure	\$4,857,961
1501234 – Merchandising Land	\$1,204,216
Merchandising Structure	\$5,418,857
Merchandising Structure	\$2,276,859
1501284 – Merchandising Land	\$1,247,583
Merchandising Structure	\$2,906,367
Merchandising Structure	\$4,560,940
1501285 – Merchandising Land	\$970,128
Merchandising Structure	\$2,318,903
1501286 – Merchandising Land	\$759,036
1501342 – Special Purpose Land	\$605,475
Special Purpose Structure	\$776,278
6512485 – Merchandising Land	\$1,826,509
Merchandising Structure	\$5,157,561
6512486 – Merchandising Land	<u>\$1,883,699</u>
TOTAL	<u>\$38,109,610</u>

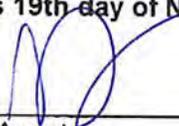
6. The valuation, as established above, shall be binding only with respect to tax year 2019.

7. Brief narrative as to why the reduction was made:

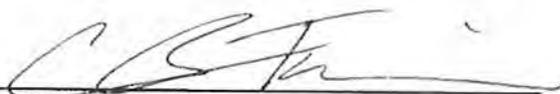
The Assessor reviewed the income and expense information provided by Petitioner and adjusted the values.

8. Both parties agree that the hearing scheduled before the Board of Assessment Appeals on January 8, 2020 be vacated.

DATED this 19th day of November 2019



 Petitioner's Agent
 Ian James
 Duff & Phelps, LLC
 1200 17th Street
 Denver, CO 80202
 Telephone: (303) 749-9019



 Cameron Turpin
 Assistant County Attorney for Respondent
 Summit County Board of Equalization
 PO Box 68
 Breckenridge, CO 80424
 Telephone: (970) 453-2561



 Frank Celico
 Summit County Assessor
 PO Box 276
 Breckenridge, CO 80424
 Telephone: (970) 453-3480

Summit County, Colorado

Public Hearing
 Consent
 Treasurer
 #20AR-11

Section I: Petitioners complete Section I only.

August 28, 2019 (Must be filed in triplicate and all questions must be answered)
 Month, Day, Year

Petitioner's Name: Ian James; Duff & Phelps; agent for owners Craig Realty Group - Silverthorne LLC and

Mailing Address: 1200 17th St., Denver, CO 80202

SCHEDULE NUMBER
1501234

DESCRIPTION OF PROPERTY AS LISTED ON TAX ROLL
Lot 3 Silverthorne Factory Stores

Petitioner states that the taxes assessed against the above property for property tax year(s) 2019 are incorrect for the following reasons:

See BAA Stipulation Agreement.

Petitioner's estimate of actual value: \$ _____ (_____) and \$ _____ (_____)
 value year value year

Petitioner requests an abatement or refund of the appropriate taxes associated with a reduction in value.

I declare, under penalty of perjury in the second degree that this petition, together with any accompanying exhibits or statements, has been examined by me and to the best of my knowledge, information and belief is true, correct and complete.

Petitioner _____ Date _____ By _____ Date _____
 Agent*
 Petitioner's/Agent's daytime phone number _____ Address _____
 *Letter of agency must be attached when petition is submitted.

If the Board of County Commissioners, pursuant to section 39-10-114(1), or the Property Tax Administrator, pursuant to section 39-2-116, 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 section 39-2-125 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	Tax Year 2019		Tax	Actual	Tax Year		Tax
		Assessed				Assessed		
Original	\$7,483,477	\$2,170,208		\$112,249.66				
Correction	\$8,899,932	\$2,580,980		\$133,496.04				
Abate/Refund	\$-1,416,455	\$-410,772		\$-21,246.38				

- Assessor recommends approval as outlined above.
- Assessor recommends denial for the following reason(s):



 Assessor's or Deputy Assessor's Signature

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY
(Section III or Section IV must be completed)

Section III:

Written Mutual Agreement of Assessor and Petitioner

The commissioners of Summit County authorize the assessor by Resolution #2019-09 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 ten thousand dollars or less per tract, parcel, or lot of land or per schedule of personal property. 39-1-113 (1.5) C.R.S.

The assessor and petitioner mutually agree the values and tax abatement/refund of:

See separate document attached to this petition for petitioner's agreement to Assessor Recommendation.

PLEASE 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.

Section IV:

Decision of the County Commissioners
(Must be completed if Section III does not apply)

WHEREAS, The County Commissioners of Summit County, State of Colorado, at a duly and lawfully called regular meeting held on 1 / 28 / 2020 at which meeting there were present the following members: Karn Stiegelmeier, Chair; Thomas C. Davidson, Commissioner; Elisabeth Lawrence, Commissioner with notice of such meeting and an opportunity to be present having been given to the taxpayer and the Assessor of said County and said Assessor Frank Celico or his representative (**being present/not present**) and taxpayer Craig Realty Group - Silverthorne LLC (**being present/not present**); and WHEREAS, The said County Commissioners have carefully considered the within application, 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 the petition be (**approved/approved in part/denied**) with an abatement/refund as follows:

	Actual	<u>Tax Year 2019</u> Assessed	Tax	Actual	<u>Tax Year</u> Assessed	Tax
Original	\$7,483,477	\$2,170,208	\$112,249.66			
Correction	\$8,899,932	\$2,580,980	\$133,496.04			
Abate/Refund	-\$1,416,455	-\$410,772	-\$21,246.38			

Chairperson of Board of County Commissioners

I, Eva Henson, Deputy 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 _____, _____.

By: _____
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 the within petition, is hereby:

Approved Approved in part \$ Denied for the following reason(s) _____

Secretary's Signature

Property Tax Administrator's Signature

Date



COUNTY BOARD OF EQUALIZATION

970.453.3402 ph | 970.453.3535 f 208 East Lincoln Ave. | PO Box 68
www.SummitCountyCO.gov Breckenridge, CO 80424

AGENT: IAN JAMES
DUFF & PHELPS LLC
1200 17TH ST STE 990
DENVER, CO 80202-5835

Re: Decision Notice for Schedule #1501234
LOT 3 SILVERTHORNE FACTORY STORES

The Summit County Board of Equalization (CBOE) rendered its decision on the above mentioned property, based on the recommendations of the referees who considered the testimony and exhibits presented by both parties. As such, the Board has determined that your property should be valued and/or classified as follows:

Petitioner Estimate of Value: \$6,735,129
Assessor's Recommended Value: None Provided

<u>Property Classification</u>	<u>Assessor NOD Value</u>	<u>CBOE Decision Value</u>
COMMERCIAL	\$7,483,477	\$7,483,477

\$7,483,477

\$7,483,477

The assessment percentage for residential property is 7.15%, and all other property, including vacant land and personal property, was assessed at 29.0%, according to Section 39-1-104(1) and 39-1-104.2, Colorado Revised Statutes. Changes or adjustments to the projected residential assessment percentages are NOT grounds for a protest or abatement of taxes per Section 39-5-121(1), Colorado Revised Statutes.

The Assessor has received a copy of this document and will make the appropriate change if your valuation or classification of property has been adjusted. If you disagree with the Board's decision, you may appeal further to one of the three authorities outlined on the back of this notice.

In 2011 Senate Bill 11-119 requires any income-producing commercial real property that appeals to the Board of Assessment Appeals to submit income and expense data within 90 days after the appeal has been filed. Failure to comply may cause the BAA to issue an order dismissing the action or the entry of judgment by default against the petitioner. Please review 39-8-107 C.R.S.

Decision Date: August 5, 2019

SUMMIT COUNTY BOARD OF EQUALIZATION:

CERTIFICATE OF MAILING: I certify that a true and correct copy of the foregoing decision was hand delivered to the Summit County Assessor and mailed to the petitioner at the address above, postage prepaid, on this 10th day of August, 2019.

Thomas C. Davidson, Chair

Eva Henson, Deputy Clerk

APPEAL RIGHTS

(Choose ONLY ONE of these three options.)

Board of Assessment Appeals (BAA)

You have the right to appeal the CBOE's decision to the state Board of Assessment Appeals (BAA). Such hearing is the final hearing at which new testimony, exhibits, or any other evidence may be introduced. If the decision of the BAA is further appealed to the Court of Appeals, only the record created at the BAA hearing shall be the basis for the court's decision. No new evidence can be introduced at the Court of Appeals. (§ 39-8-108(1), C.R.S.)

Any request for a hearing before the BAA shall be accompanied by the appropriate non-refundable filing fee for each tract, parcel, or lot of real property and for each schedule of personal property included in the request. A pro se taxpayer who has filed two or less petitions in the current fiscal year (July 1 - June 30) pays \$0; a pro se taxpayer who has filed more than two petitions in the current fiscal year pays \$33.75; an attorney or other agent pays \$101.25. However, if the request involves more than one tract, parcel or lot owned by the same taxpayer, **and** involves the same issue regarding the valuation of such real property; only one filing fee shall be required for such a hearing.

Appeals to the BAA must be made on forms furnished by the BAA and filed within thirty (30) days of the date the decision by the CBOE was rendered. Questions about filing an appeal must be directed to the BAA.

Board of Assessment Appeals
1313 Sherman Street, Room 315
Denver, CO 80203
Phone: 303-864-7710
www.dola.colorado.gov/baa

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District Court
501 North Park Avenue / P.O. Box 269
Breckenridge, Colorado 80424
Phone: 970-453-2241

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Arbitration hearings are held within sixty (60) days from the date the arbitrator is selected. Both you and the CBOE are entitled to participate. The hearings are informal. The arbitrator has the authority to issue, or cause to be issued, subpoenas for the attendance of witnesses and for the production of books, records, documents, and other evidence and shall have the power to administer oaths.

The arbitration hearing may be confidential and closed to the public, upon mutual agreement. The arbitrator's written decision must be delivered to both parties personally, or by registered mail, within ten (10) days of the hearing. Such decision is final and not subject to review.

The arbitrator's fees and expenses are agreed upon by you and the CBOE. In the case of residential real property, such fees and expenses cannot exceed One Hundred Fifty Dollars (\$150) per case. For all other taxable property other than residential real property, the arbitrator's expenses and fees shall be an amount agreed upon by the taxpayer and the CBOE. The amount to which this County Board of Equalization will agree is established at Two Hundred Fifty Dollars (\$250) per case for the first four hours, with an additional One Hundred Dollars (\$100) per hour for the time which exceeds the first four hours, plus all other reasonable expenses incurred by the arbitrator. The arbitrator's fees and expenses, not including counsel fees, are to be paid as provided in the decision.

Filing Requirements:

You must submit ALL documents you wish considered with your appeal to any of the three authorities. Each of these venues provides a hearing *de novo*, which means you must submit new materials to support your opinion. Documents submitted to the Assessor or CBOE will not automatically be forwarded to the next level authority. As a reminder, any appeal to the Board of Assessment Appeals or the District Court, or your intent to submit to arbitration, must be filed no later than thirty (30) days after the date the decision by the County Board of Equalization was rendered. (§ 39-8-108(1), C.R.S.)



OFFICE OF THE COUNTY ASSESSOR

970.453.3480 ph | 970.453.3481 f
www.SummitCountyCO.gov

208 East Lincoln Ave. | PO Box 276
Breckenridge, CO 80424

STAFF REPORT

TO: Board of County Commissioners

FROM: Frank Celico, County Assessor
Mike Peterson, Chief Appraiser

FOR: January 28, 2020 BOCC Regular Meeting

SUBJECT: Abatements for Craig Realty - Silverthorne Factory Stores
20AR-06, 20AR-10, 20AR-11, 20AR-12, 20AR-16

RECOMMENDATION: Our office is recommending abatements for the following schedules:

20AR-10	150123 3	Lot 2 Silverthorne Factory Stores
20AR-11	150123 4	Lot 3 Silverthorne Factory Stores
20AR-12	150128 4	Lot 1 Silverthorne Factory Stores #2
20AR-06	651248 5	Lot 2R Riverview Sub #2 Replat of Lots 2-8 & Rainbow Dr
20AR-16	651248 6	Lot 6R Riverview Sub #2 Replat of Lots 2-8 & Rainbow Dr

These schedules before you are only 5 of a group of 11 schedules owned by the Craig Realty Group, and which make up the Silverthorne Factory Stores. 4 schedules did not have adjustments and the other 2 schedules that did have adjustments are being processed internally by the Assessor's Office, since the abatement amount is less than \$10,000, per BOCC Resolution 2019-09.

BACKGROUND: The Silverthorne Factory Stores were valued as a whole based on the Income Approach to **value**. After finding a total value for the outlets as a whole, that total value was then allocated amongst the 11 schedules, based on the size of the building. The land values for each schedule are based on market sales of other commercial land sales within the data collection **period**. The improvement values are then based on the allocated value for the schedule, less the land value for **that schedule**.

When the Silverthorne Factory Stores were valued for 2019, the improvement on schedule 6512486 was assigned a **value**. Upon appeal by the Petitioner, we confirmed that this building was vacant and ultimately demolished and therefore this improvement had no contributory value to the income or expenses for the Silverthorne Factory Stores. So, we removed the value from the improvement on that schedule and reallocated the total to the remaining improvements that did have contributory value to the income and expenses. This is why the improvement value on schedule 6512486 went from \$5,826,547 on their Notice of Determination to \$0 at Stipulation.

The value allocation for each schedule is based on the square footage of the **improvement**. The reduction in value of the improvement on schedule 1501342 is because of a square footage adjustment that occurred during this appeal process.

Additionally, the total value of the 11 schedules went down because the revised total value is based on actual income and expense information for these properties provided by the Petitioner during the appeal process.

The property owners, Craig Realty Group, have agreed to the adjusted total values and tax amounts for all schedules through their tax agent.

ATTACHMENTS: Property Value Comparison Spreadsheet
 Stipulation Agreement
 DPT Petitions
 NOD

Abatement	Schedule	Legal Description	NOTICE OF DETERMINATION VALUES				STIPULATION VALUES				Tax Amount to be Abated	Comments
			Land Value	Improvement Value 1	Improvement Value 2	NOD Total Value	Land Value	Improvement Value 1	Improvement Value 2	Total Value		
	1500115	Lot 12 Block A Silverthorne Town Sub	\$54,055			\$54,055	\$54,055			\$54,055	\$0	
	1500117	Lot 13 Block A Silverthorne Town Sub	\$54,055			\$54,055	\$54,055			\$54,055	\$0	
	1501232	Lot 1 Silverthorne Factory Stores	\$605,475			\$605,475	\$605,475			\$605,475	\$0	
20AR-10	1501233	Lot 2 Silverthorne Factory Stores	\$625,653	\$3,944,047		\$4,569,700	\$625,653	\$4,857,961		\$5,483,614	-\$13,708	Imp value 1 adjusted up
20AR-11	1501234	Lot 3 Silverthorne Factory Stores	\$1,204,216	\$4,422,611	\$1,856,650	\$7,483,477	\$1,204,216	\$5,418,857	\$2,276,859	\$8,899,932	-\$21,246	Imp values 1 & 2 adjusted up
20AR-12	1501284	Lot 1 Silverthorne Factory Stores #2	\$1,247,583	\$2,381,521	\$3,730,157	\$7,359,261	\$1,247,583	\$2,906,367	\$4,560,940	\$8,714,890	-\$20,334	Imp values 1 & 2 adjusted up
	1501285	Lot 2 Silverthorne Factory Stores #2	\$970,128	\$1,999,425		\$2,969,553	\$970,128	\$2,318,903		\$3,289,031	-\$4,792	Imp value 1 adjusted up
	1501286	Lot 3 Silverthorne Factory Stores #2	\$759,036			\$759,036	\$759,036			\$759,036	\$0	
	1501342	Lot 5R Riverview Sub #2 Replat of Lots 2-8 & Rainbow Dr	\$605,475	\$875,935		\$1,481,410	\$605,475	\$776,278		\$1,381,753	\$1,495	Imp value 1 adjusted down
20AR-06	6512485	Lot 2R Riverview Sub #2 Replat of Lots 2-8 & Rainbow Dr	\$1,826,509	\$4,386,061		\$6,212,570	\$1,826,509	\$5,157,561		\$6,984,070	-\$11,572	Imp value 1 adjusted up
20AR-16	6512486	Lot 6R Riverview Sub #2 Replat of Lots 2-8 & Rainbow Dr	\$1,883,699	\$5,826,547		\$7,710,246	\$1,883,699	\$0		\$1,883,699	\$87,396	Imp value 1 adjusted down
						\$39,258,838				\$38,109,610	\$17,238	

**BOARD OF ASSESSMENT APPEALS
STATE OF COLORADO**

Docket Number: 75671

Summit County Schedule Number(s):

**1500115, 1500117, 1501232, 1501233, 1501234, 1501284, 1501285,
1501286, 1501342, 6512485 and 6512486**

STIPULATION (As to Tax Year 2019 Actual Value)

Ian James of Duff & Phelps, LLC, Agent for Craig Realty Group – Silverthorne LLC,
Petitioner(s),

vs

SUMMIT COUNTY BOARD OF EQUALIZATION,
Respondent

Petitioner(s) and Respondent hereby enter into this Stipulation regarding the tax year 2019 valuation of the subject property, and jointly move the Board of Assessment Appeals to enter its order based on this stipulation.

Petitioner(s) and Respondent agree and stipulate as follows:

1. The property subject to this stipulation is described as:

**1500115 - Lot 12 Block A Silverthorne Town Sub
1500117 - Lot 13 Block A Silverthorne Town Sub
1501232 - Lot 1 Silverthorne Factory Stores
1501233 - Lot 2 Silverthorne Factory Stores
1501234 - Lot 3 Silverthorne Factory Stores
1501284 - Lot 1 Silverthorne Factory Stores #2
1501285 - Lot 2 Silverthorne Factory Stores #2
1501286 - Lot 3 Silverthorne Factory Stores #2
1501342 - Lot 5R Riverview Sub #2
6512485 - Lot 2R Riverview Sub #2
6512486 - Lot 6R Riverview Sub #2**

2. The subject property is classified as follows:

**1500115 – Merchandising Land
1500117 – Merchandising Land
1501232 – Merchandising Land
1501233 – Merchandising Land & Merchandising Structure
1501234 – Merchandising Land & Merchandising Structure
1501284 – Merchandising Land & Merchandising Structure
1501285 – Merchandising Land & Merchandising Structure
1501286 – Merchandising Land
1501342 – Special Purpose Land & Special Purpose Structure**

6512485 – Merchandising Land & Merchandising Structure
 6512486 – Merchandising Land & Merchandising Structure

3. The County Assessor originally assigned the following actual values for tax year 2019:

1500115 – Merchandising Land	\$54,055
1500117 – Merchandising Land	\$54,055
1501232 – Merchandising Land	\$605,475
1501233 – Merchandising Land	\$625,653
Merchandising Structure	\$3,944,047
1501234 – Merchandising Land	\$1,204,216
Merchandising Structure	\$4,422,611
Merchandising Structure	\$1,856,650
1501284 – Merchandising Land	\$1,247,583
Merchandising Structure	\$2,381,521
Merchandising Structure	\$3,730,157
1501285 – Merchandising Land	\$970,128
Merchandising Structure	\$1,999,425
1501286 – Merchandising Land	\$759,036
1501342 – Special Purpose Land	\$605,475
Special Purpose Structure	\$875,935
6512485 – Merchandising Land	\$1,826,509
Merchandising Structure	\$4,386,061
6512486 – Merchandising Land	\$1,883,699
Merchandising Structure	<u>\$5,826,547</u>
TOTAL	\$39,258,838

4. After a timely appeal to the Board of Equalization, the Board of Equalization valued schedules for tax year 2019 as follows:

1500115 – Merchandising Land	\$54,055
1500117 – Merchandising Land	\$54,055
1501232 – Merchandising Land	\$605,475
1501233 – Merchandising Land	\$625,653
Merchandising Structure	\$3,944,047
1501234 – Merchandising Land	\$1,204,216
Merchandising Structure	\$4,422,611
Merchandising Structure	\$1,856,650
1501284 – Merchandising Land	\$1,247,583
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1501285 – Merchandising Land	\$970,128
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1501286 – Merchandising Land	\$759,036
1501342 – Special Purpose Land	\$605,475
Special Purpose Structure	\$875,935
6512485 – Merchandising Land	\$1,826,509
Merchandising Structure	\$4,386,061
6512486 – Merchandising Land	\$1,883,699
Merchandising Structure	<u>\$5,826,547</u>
TOTAL	\$39,258,838

5. After further review and negotiation, Petitioners and County Board of Equalization agree to the following tax year 2019 tax values for schedules:

1500115 – Merchandising Land	\$54,055
1500117 – Merchandising Land	\$54,055
1501232 – Merchandising Land	\$605,475
1501233 – Merchandising Land	\$625,653
Merchandising Structure	\$4,857,961
1501234 – Merchandising Land	\$1,204,216
Merchandising Structure	\$5,418,857
Merchandising Structure	\$2,276,859
1501284 – Merchandising Land	\$1,247,583
Merchandising Structure	\$2,906,367
Merchandising Structure	\$4,560,940
1501285 – Merchandising Land	\$970,128
Merchandising Structure	\$2,318,903
1501286 – Merchandising Land	\$759,036
1501342 – Special Purpose Land	\$605,475
Special Purpose Structure	\$776,278
6512485 – Merchandising Land	\$1,826,509
Merchandising Structure	\$5,157,561
6512486 – Merchandising Land	<u>\$1,883,699</u>
TOTAL	<u>\$38,109,610</u>

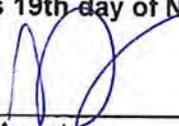
6. The valuation, as established above, shall be binding only with respect to tax year 2019.

7. Brief narrative as to why the reduction was made:

The Assessor reviewed the income and expense information provided by Petitioner and adjusted the values.

8. Both parties agree that the hearing scheduled before the Board of Assessment Appeals on January 8, 2020 be vacated.

DATED this 19th day of November 2019



Petitioner's Agent
Ian James
Duff & Phelps, LLC
1200 17th Street
Denver, CO 80202
Telephone: (303) 749-9019



Cameron Turpin
Assistant County Attorney for Respondent
Summit County Board of Equalization
PO Box 68
Breckenridge, CO 80424
Telephone: (970) 453-2561



Frank Celico
Summit County Assessor
PO Box 276
Breckenridge, CO 80424
Telephone: (970) 453-3480

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY
(Section III or Section IV must be completed)

Section III:

Written Mutual Agreement of Assessor and Petitioner

The commissioners of Summit County authorize the assessor by Resolution #2019-09 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 ten thousand dollars or less per tract, parcel, or lot of land or per schedule of personal property. 39-1-113 (1.5) C.R.S.

The assessor and petitioner mutually agree the values and tax abatement/refund of:

See separate document attached to this petition for petitioner's agreement to Assessor Recommendation.

PLEASE 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.

Section IV:

Decision of the County Commissioners
(Must be completed if Section III does not apply)

WHEREAS, The County Commissioners of Summit County, State of Colorado, at a duly and lawfully called regular meeting held on 1 / 28 / 2020 at which meeting there were present the following members: Karn Stiegelmeier, Chair; Thomas C. Davidson, Commissioner; Elisabeth Lawrence, Commissioner with notice of such meeting and an opportunity to be present having been given to the taxpayer and the Assessor of said County and said Assessor Frank Celico or his representative (**being present/not present**) and taxpayer Craig Realty Group - Silverthorne LLC (**being present/not present**); and WHEREAS, The said County Commissioners have carefully considered the within application, 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 the petition be (**approved/approved in part/denied**) with an abatement/refund as follows:

	<u>Tax Year 2019</u>			<u>Tax Year</u>		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original	\$7,359,261	\$2,134,186	\$110,386.50			
Correction	\$8,714,890	\$2,527,318	\$130,720.47			
Abate/Refund	-\$1,355,629	-\$393,132	-\$20,333.97			

Chairperson of Board of County Commissioners

I, Eva Henson, Deputy 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 _____, _____.

By: _____
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 the within petition, is hereby:

Approved Approved in part \$ Denied for the following reason(s) _____

Secretary's Signature

Property Tax Administrator's Signature

_____ Date



COUNTY BOARD OF EQUALIZATION

970.453.3402pb | 970.453.3535f | 208 East Lincoln Ave. | PO Box 68
www.SummitCountyCO.gov | Breckenridge, CO 80424

AGENT: IAN JAMES
DUFF & PHELPS LLC
1200 17TH ST STE 990
DENVER, CO 80202-5835

Re: Decision Notice for Schedule #1501284
LOT 1 SILVERTHORNE FACTORY STORES # 2

The Summit County Board of Equalization (CBOE) rendered its decision on the above mentioned property, based on the recommendations of the referees who considered the testimony and exhibits presented by both parties. As such, the Board has determined that your property should be valued and/or classified as follows:

Petitioner Estimate of Value: \$6,623,335
Assessor's Recommended Value: None Provided

<u>Property Classification</u>	<u>Assessor NOD Value</u>	<u>CBOE Decision Value</u>
COMMERCIAL	\$7,359,261	\$7,359,261
	<hr/>	<hr/>
	\$7,359,261	\$7,359,261

The assessment percentage for residential property is 7.15%, and all other property, including vacant land and personal property, was assessed at 29.0%, according to Section 39-1-104(1) and 39-1-104.2, Colorado Revised Statutes. Changes or adjustments to the projected residential assessment percentages are NOT grounds for a protest or abatement of taxes per Section 39-5-121(1), Colorado Revised Statutes.

The Assessor has received a copy of this document and will make the appropriate change if your valuation or classification of property has been adjusted. If you disagree with the Board's decision, you may appeal further to one of the three authorities outlined on the back of this notice.

In 2011 Senate Bill 11-119 requires any income-producing commercial real property that appeals to the Board of Assessment Appeals to submit income and expense data within 90 days after the appeal has been filed. Failure to comply may cause the BAA to issue an order dismissing the action or the entry of judgment by default against the petitioner. Please review 39-8-107 C.R.S.

Decision Date: August 5, 2019

SUMMIT COUNTY BOARD OF EQUALIZATION:

CERTIFICATE OF MAILING: I certify that a true and correct copy of the foregoing decision was hand delivered to the Summit County Assessor and mailed to the petitioner at the address above, postage prepaid, on this 10th day of August, 2019.

Thomas C. Davidson, Chair

Eva Henson, Deputy Clerk

APPEAL RIGHTS

(Choose ONLY ONE of these three options.)

Board of Assessment Appeals (BAA)

You have the right to appeal the CBOE's decision to the state Board of Assessment Appeals (BAA). Such hearing is the final hearing at which new testimony, exhibits, or any other evidence may be introduced. If the decision of the BAA is further appealed to the Court of Appeals, only the record created at the BAA hearing shall be the basis for the court's decision. No new evidence can be introduced at the Court of Appeals. (§ 39-8-108(1), C.R.S.)

Any request for a hearing before the BAA shall be accompanied by the appropriate non-refundable filing fee for each tract, parcel, or lot of real property and for each schedule of personal property included in the request. A pro se taxpayer who has filed two or less petitions in the current fiscal year (July 1 - June 30) pays \$0; a pro se taxpayer who has filed more than two petitions in the current fiscal year pays \$33.75; an attorney or other agent pays \$101.25. However, if the request involves more than one tract, parcel or lot owned by the same taxpayer, **and** involves the same issue regarding the valuation of such real property; only one filing fee shall be required for such a hearing.

Appeals to the BAA must be made on forms furnished by the BAA and filed within thirty (30) days of the date the decision by the CBOE was rendered. Questions about filing an appeal must be directed to the BAA.

Board of Assessment Appeals
1313 Sherman Street, Room 315
Denver, CO 80203
Phone: 303-864-7710
www.dola.colorado.gov/baa

*****Rent Producing Commercial Real Property*****

Notice of Disclosure Requirements Pursuant to § 39-8-107(5), C.R.S.,

Colorado Revised Statutes § 39-8-107(5)(a)(I), requires any petitioner appealing either a valuation of rent-producing commercial real property to the board of assessment appeals pursuant to § 39-8-108(1) or a denial of an abatement of taxes pursuant to § 39-10-114 to provide the county board of equalization or to the board of county commissioners of the county in the case of an abatement the following information: (A) Actual annual rental income for two full years including the base year for the relevant property tax year; (B) Tenant reimbursements for two full years including the base year for the relevant property tax year; (C) Itemized expenses for two full years including the base year for the relevant property tax year; and (D) Rent roll data, including the name of any tenants, the address, unit, or suite number of the subject property, lease start and end dates, option terms, base rent, square footage leased, and vacant space for two full years including the base year for the relevant property tax year.

Pursuant to § 39-8-107(5)(a)(II) and (c), C.R.S., the county may move the Board of Assessment Appeals to compel disclosure and to issue appropriate sanctions for noncompliance with such order if the information above is not provided within ninety days after the date the appeal was filed with the Board of Assessment Appeals.

District Court

You have the right to appeal the CBOE's decision to the District Court of the county wherein your property is located. Such hearing is the final hearing at which new testimony, exhibits, or any other evidence may be introduced. If the decision of the District Court is further appealed to the Court of Appeals, only the record created at the District Court hearing shall be the basis for the court's decision. No new evidence can be introduced at the Court of Appeals. (§ 39-8-108(1), C.R.S.)

Please confer with your attorney or contact the Clerk of the Courts to determine the cost of such appeal. All appeals must be filed within thirty (30) days of the date the decision by the CBOE was rendered. Questions about filing an appeal must be directed to the District Court.

District Court
501 North Park Avenue / P.O. Box 269
Breckenridge, Colorado 80424
Phone: 970-453-2241

Binding Arbitration

You have the right to submit your case to arbitration. If you choose this option, the arbitrator's decision is final and your right to appeal your current valuation ends. (§ 39-8-108.5, C.R.S.)

In order to pursue arbitration, you must notify the County Board of Equalization (CBOE) of your intent within thirty (30) days of the date the decision by the CBOE was rendered. You and the CBOE select an arbitrator from the official list of qualified arbitrators within forty-five (45) days of the CBOE's decision or within thirty (30) days from the date the list of arbitrators is made available, whichever is later. In the absence of agreement on the arbitrator between you and the CBOE within the specified time period, the District Court of the county in which the property is located shall select an arbitrator from the list.

Arbitration hearings are held within sixty (60) days from the date the arbitrator is selected. Both you and the CBOE are entitled to participate. The hearings are informal. The arbitrator has the authority to issue, or cause to be issued, subpoenas for the attendance of witnesses and for the production of books, records, documents, and other evidence and shall have the power to administer oaths.

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OFFICE OF THE COUNTY ASSESSOR

970.453.3480 ph | 970.453.3481 f
www.SummitCountyCO.gov

208 East Lincoln Ave. | PO Box 276
Breckenridge, CO 80424

STAFF REPORT

TO: Board of County Commissioners

FROM: Frank Celico, County Assessor
Mike Peterson, Chief Appraiser

FOR: January 28, 2020 BOCC Regular Meeting

SUBJECT: Abatements for Craig Realty - Silverthorne Factory Stores
20AR-06, 20AR-10, 20AR-11, 20AR-12, 20AR-16

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20AR-11	1501234	Lot 3 Silverthorne Factory Stores	\$1,204,216	\$4,422,611	\$1,856,650	\$7,483,477	\$1,204,216	\$5,418,857	\$2,276,859	\$8,899,932	-\$21,246	Imp values 1 & 2 adjusted up
20AR-12	1501284	Lot 1 Silverthorne Factory Stores #2	\$1,247,583	\$2,381,521	\$3,730,157	\$7,359,261	\$1,247,583	\$2,906,367	\$4,560,940	\$8,714,890	-\$20,334	Imp values 1 & 2 adjusted up
	1501285	Lot 2 Silverthorne Factory Stores #2	\$970,128	\$1,999,425		\$2,969,553	\$970,128	\$2,318,903		\$3,289,031	-\$4,792	Imp value 1 adjusted up
	1501286	Lot 3 Silverthorne Factory Stores #2	\$759,036			\$759,036	\$759,036			\$759,036	\$0	
	1501342	Lot 5R Riverview Sub #2 Replat of Lots 2-8 & Rainbow Dr	\$605,475	\$875,935		\$1,481,410	\$605,475	\$776,278		\$1,381,753	\$1,495	Imp value 1 adjusted down
20AR-06	6512485	Lot 2R Riverview Sub #2 Replat of Lots 2-8 & Rainbow Dr	\$1,826,509	\$4,386,061		\$6,212,570	\$1,826,509	\$5,157,561		\$6,984,070	-\$11,572	Imp value 1 adjusted up
20AR-16	6512486	Lot 6R Riverview Sub #2 Replat of Lots 2-8 & Rainbow Dr	\$1,883,699	\$5,826,547		\$7,710,246	\$1,883,699	\$0		\$1,883,699	\$87,396	Imp value 1 adjusted down
						\$39,258,838				\$38,109,610	\$17,238	

**BOARD OF ASSESSMENT APPEALS
STATE OF COLORADO**

Docket Number: 75671

Summit County Schedule Number(s):

**1500115, 1500117, 1501232, 1501233, 1501234, 1501284, 1501285,
1501286, 1501342, 6512485 and 6512486**

STIPULATION (As to Tax Year 2019 Actual Value)

Ian James of Duff & Phelps, LLC, Agent for Craig Realty Group – Silverthorne LLC,
Petitioner(s),

vs

SUMMIT COUNTY BOARD OF EQUALIZATION,
Respondent

Petitioner(s) and Respondent hereby enter into this Stipulation regarding the tax year 2019 valuation of the subject property, and jointly move the Board of Assessment Appeals to enter its order based on this stipulation.

Petitioner(s) and Respondent agree and stipulate as follows:

1. The property subject to this stipulation is described as:

**1500115 - Lot 12 Block A Silverthorne Town Sub
1500117 - Lot 13 Block A Silverthorne Town Sub
1501232 - Lot 1 Silverthorne Factory Stores
1501233 - Lot 2 Silverthorne Factory Stores
1501234 - Lot 3 Silverthorne Factory Stores
1501284 - Lot 1 Silverthorne Factory Stores #2
1501285 - Lot 2 Silverthorne Factory Stores #2
1501286 - Lot 3 Silverthorne Factory Stores #2
1501342 - Lot 5R Riverview Sub #2
6512485 - Lot 2R Riverview Sub #2
6512486 - Lot 6R Riverview Sub #2**

2. The subject property is classified as follows:

**1500115 – Merchandising Land
1500117 – Merchandising Land
1501232 – Merchandising Land
1501233 – Merchandising Land & Merchandising Structure
1501234 – Merchandising Land & Merchandising Structure
1501284 – Merchandising Land & Merchandising Structure
1501285 – Merchandising Land & Merchandising Structure
1501286 – Merchandising Land
1501342 – Special Purpose Land & Special Purpose Structure**

6512485 – Merchandising Land & Merchandising Structure
 6512486 – Merchandising Land & Merchandising Structure

3. The County Assessor originally assigned the following actual values for tax year 2019:

1500115 – Merchandising Land	\$54,055
1500117 – Merchandising Land	\$54,055
1501232 – Merchandising Land	\$605,475
1501233 – Merchandising Land	\$625,653
Merchandising Structure	\$3,944,047
1501234 – Merchandising Land	\$1,204,216
Merchandising Structure	\$4,422,611
Merchandising Structure	\$1,856,650
1501284 – Merchandising Land	\$1,247,583
Merchandising Structure	\$2,381,521
Merchandising Structure	\$3,730,157
1501285 – Merchandising Land	\$970,128
Merchandising Structure	\$1,999,425
1501286 – Merchandising Land	\$759,036
1501342 – Special Purpose Land	\$605,475
Special Purpose Structure	\$875,935
6512485 – Merchandising Land	\$1,826,509
Merchandising Structure	\$4,386,061
6512486 – Merchandising Land	\$1,883,699
Merchandising Structure	<u>\$5,826,547</u>
TOTAL	\$39,258,838

4. After a timely appeal to the Board of Equalization, the Board of Equalization valued schedules for tax year 2019 as follows:

1500115 – Merchandising Land	\$54,055
1500117 – Merchandising Land	\$54,055
1501232 – Merchandising Land	\$605,475
1501233 – Merchandising Land	\$625,653
Merchandising Structure	\$3,944,047
1501234 – Merchandising Land	\$1,204,216
Merchandising Structure	\$4,422,611
Merchandising Structure	\$1,856,650
1501284 – Merchandising Land	\$1,247,583
Merchandising Structure	\$2,381,521
Merchandising Structure	\$3,730,157
1501285 – Merchandising Land	\$970,128
Merchandising Structure	\$1,999,425
1501286 – Merchandising Land	\$759,036
1501342 – Special Purpose Land	\$605,475
Special Purpose Structure	\$875,935
6512485 – Merchandising Land	\$1,826,509
Merchandising Structure	\$4,386,061
6512486 – Merchandising Land	\$1,883,699
Merchandising Structure	<u>\$5,826,547</u>
TOTAL	\$39,258,838

5. After further review and negotiation, Petitioners and County Board of Equalization agree to the following tax year 2019 tax values for schedules:

1500115 – Merchandising Land	\$54,055
1500117 – Merchandising Land	\$54,055
1501232 – Merchandising Land	\$605,475
1501233 – Merchandising Land	\$625,653
Merchandising Structure	\$4,857,961
1501234 – Merchandising Land	\$1,204,216
Merchandising Structure	\$5,418,857
Merchandising Structure	\$2,276,859
1501284 – Merchandising Land	\$1,247,583
Merchandising Structure	\$2,906,367
Merchandising Structure	\$4,560,940
1501285 – Merchandising Land	\$970,128
Merchandising Structure	\$2,318,903
1501286 – Merchandising Land	\$759,036
1501342 – Special Purpose Land	\$605,475
Special Purpose Structure	\$776,278
6512485 – Merchandising Land	\$1,826,509
Merchandising Structure	\$5,157,561
6512486 – Merchandising Land	<u>\$1,883,699</u>
TOTAL	<u>\$38,109,610</u>

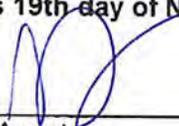
6. The valuation, as established above, shall be binding only with respect to tax year 2019.

7. Brief narrative as to why the reduction was made:

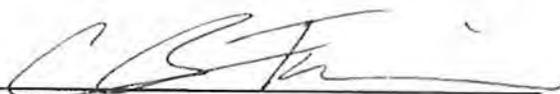
The Assessor reviewed the income and expense information provided by Petitioner and adjusted the values.

8. Both parties agree that the hearing scheduled before the Board of Assessment Appeals on January 8, 2020 be vacated.

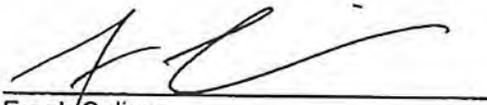
DATED this 19th day of November 2019



Petitioner's Agent
Ian James
Duff & Phelps, LLC
1200 17th Street
Denver, CO 80202
Telephone: (303) 749-9019



Cameron Turpin
Assistant County Attorney for Respondent
Summit County Board of Equalization
PO Box 68
Breckenridge, CO 80424
Telephone: (970) 453-2561



Frank Celico
Summit County Assessor
PO Box 276
Breckenridge, CO 80424
Telephone: (970) 453-3480

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY
(Section III or Section IV must be completed)

Section III:

Written Mutual Agreement of Assessor and Petitioner

The commissioners of Summit County authorize the assessor by Resolution #2019-09 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 ten thousand dollars or less per tract, parcel, or lot of land or per schedule of personal property. 39-1-113 (1.5) C.R.S.

The assessor and petitioner mutually agree the values and tax abatement/refund of:

See separate document attached to this petition for petitioner's agreement to Assessor Recommendation.

PLEASE 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.

Section IV:

Decision of the County Commissioners
(Must be completed if Section III does not apply)

WHEREAS, The County Commissioners of Summit County, State of Colorado, at a duly and lawfully called regular meeting held on 1 / 28 / 2020 at which meeting there were present the following members: Karn Stiegelmeier, Chair; Thomas C. Davidson, Commissioner; Elisabeth Lawrence, Commissioner with notice of such meeting and an opportunity to be present having been given to the taxpayer and the Assessor of said County and said Assessor Frank Celico or his representative (**being present/not present**) and taxpayer Craig Realty Group - Silverthorne LLC (**being present/not present**); and WHEREAS, The said County Commissioners have carefully considered the within application, 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 the petition be (**approved/approved in part/denied**) with an abatement/refund as follows:

	<u>Tax Year 2019</u>			<u>Tax Year</u>		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original	\$7,710,246	\$2,235,971	\$115,651.13			
Correction	\$1,883,699	\$546,273	\$28,254.86			
Abate/Refund	\$5,826,547	\$1,689,699	\$87,396.27			

Chairperson of Board of County Commissioners

I, Eva Henson, Deputy 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 _____, _____.

By: _____
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 the within petition, is hereby:

Approved Approved in part \$ Denied for the following reason(s) _____

Secretary's Signature

Property Tax Administrator's Signature

Date



COUNTY BOARD OF EQUALIZATION

970.453.3402 gh | 970.453.3535 f 208 East Lincoln Ave. | PO Box 68
www.SummitCountyCO.gov Breckenridge, CO 80424

AGENT: IAN JAMES
DUFF & PHELPS LLC
1200 17TH ST STE 990
DENVER, CO 80202-5835

Re: Decision Notice for Schedule #6512486
LOT 6R RIVERVIEW SUB # 2 REPLAT OF LOTS 2-8 & RAINBOW DR

The Summit County Board of Equalization (CBOE) rendered its decision on the above mentioned property, based on the recommendations of the referees who considered the testimony and exhibits presented by both parties. As such, the Board has determined that your property should be valued and/or classified as follows:

Petitioner Estimate of Value: \$6,939,221
Assessor's Recommended Value: None Provided

<u>Property Classification</u>	<u>Assessor NOD Value</u>	<u>CBOE Decision Value</u>
COMMERCIAL	\$7,710,246	\$7,710,246
	<hr/>	<hr/>
	\$7,710,246	\$7,710,246

The assessment percentage for residential property is 7.15%, and all other property, including vacant land and personal property, was assessed at 29.0%, according to Section 39-1-104(1) and 39-1-104.2, Colorado Revised Statutes. Changes or adjustments to the projected residential assessment percentages are NOT grounds for a protest or abatement of taxes per Section 39-5-121(1), Colorado Revised Statutes.

The Assessor has received a copy of this document and will make the appropriate change if your valuation or classification of property has been adjusted. If you disagree with the Board's decision, you may appeal further to one of the three authorities outlined on the back of this notice.

In 2011 Senate Bill 11-119 requires any income-producing commercial real property that appeals to the Board of Assessment Appeals to submit income and expense data within 90 days after the appeal has been filed. Failure to comply may cause the BAA to issue an order dismissing the action or the entry of judgment by default against the petitioner. Please review 39-8-107 C.R.S.

Decision Date: August 5, 2019

SUMMIT COUNTY BOARD OF EQUALIZATION:

CERTIFICATE OF MAILING: I certify that a true and correct copy of the foregoing decision was hand delivered to the Summit County Assessor and mailed to the petitioner at the address above, postage prepaid, on this 10th day of August, 2019.

Thomas C. Davidson, Chair

Eva Henson, Deputy Clerk

APPEAL RIGHTS

(Choose ONLY ONE of these three options.)

Board of Assessment Appeals (BAA)

You have the right to appeal the CBOE's decision to the state Board of Assessment Appeals (BAA). Such hearing is the final hearing at which new testimony, exhibits, or any other evidence may be introduced. If the decision of the BAA is further appealed to the Court of Appeals, only the record created at the BAA hearing shall be the basis for the court's decision. No new evidence can be introduced at the Court of Appeals. (§ 39-8-108(1), C.R.S.)

Any request for a hearing before the BAA shall be accompanied by the appropriate non-refundable filing fee for each tract, parcel, or lot of real property and for each schedule of personal property included in the request. A pro se taxpayer who has filed two or less petitions in the current fiscal year (July 1 - June 30) pays \$0; a pro se taxpayer who has filed more than two petitions in the current fiscal year pays \$33.75; an attorney or other agent pays \$101.25. However, if the request involves more than one tract, parcel or lot owned by the same taxpayer, **and** involves the same issue regarding the valuation of such real property; only one filing fee shall be required for such a hearing.

Appeals to the BAA must be made on forms furnished by the BAA and filed within thirty (30) days of the date the decision by the CBOE was rendered. Questions about filing an appeal must be directed to the BAA.

Board of Assessment Appeals
1313 Sherman Street, Room 315
Denver, CO 80203
Phone: 303-864-7710
www.dola.colorado.gov/baa

*****Rent Producing Commercial Real Property***** Notice of Disclosure Requirements Pursuant to § 39-8-107(5), C.R.S.,

Colorado Revised Statutes § 39-8-107(5)(a)(I), requires any petitioner appealing either a valuation of rent-producing commercial real property to the board of assessment appeals pursuant to § 39-8-108(1) or a denial of an abatement of taxes pursuant to § 39-10-114 to provide the county board of equalization or to the board of county commissioners of the county in the case of an abatement the following information: (A) Actual annual rental income for two full years including the base year for the relevant property tax year; (B) Tenant reimbursements for two full years including the base year for the relevant property tax year; (C) Itemized expenses for two full years including the base year for the relevant property tax year; and (D) Rent roll data, including the name of any tenants, the address, unit, or suite number of the subject property, lease start and end dates, option terms, base rent, square footage leased, and vacant space for two full years including the base year for the relevant property tax year.

Pursuant to § 39-8-107(5)(a)(II) and (c), C.R.S., the county may move the Board of Assessment Appeals to compel disclosure and to issue appropriate sanctions for noncompliance with such order if the information above is not provided within ninety days after the date the appeal was filed with the Board of Assessment Appeals.

District Court

You have the right to appeal the CBOE's decision to the District Court of the county wherein your property is located. Such hearing is the final hearing at which new testimony, exhibits, or any other evidence may be introduced. If the decision of the District Court is further appealed to the Court of Appeals, only the record created at the District Court hearing shall be the basis for the court's decision. No new evidence can be introduced at the Court of Appeals. (§ 39-8-108(1), C.R.S.)

Please confer with your attorney or contact the Clerk of the Courts to determine the cost of such appeal. All appeals must be filed within thirty (30) days of the date the decision by the CBOE was rendered. Questions about filing an appeal must be directed to the District Court.

District Court
501 North Park Avenue / P.O. Box 269
Breckenridge, Colorado 80424
Phone: 970-453-2241

Binding Arbitration

You have the right to submit your case to arbitration. If you choose this option, the arbitrator's decision is final and your right to appeal your current valuation ends. (§ 39-8-108.5, C.R.S.)

In order to pursue arbitration, you must notify the County Board of Equalization (CBOE) of your intent within thirty (30) days of the date the decision by the CBOE was rendered. You and the CBOE select an arbitrator from the official list of qualified arbitrators within forty-five (45) days of the CBOE's decision or within thirty (30) days from the date the list of arbitrators is made available, whichever is later. In the absence of agreement on the arbitrator between you and the CBOE within the specified time period, the District Court of the county in which the property is located shall select an arbitrator from the list.

Arbitration hearings are held within sixty (60) days from the date the arbitrator is selected. Both you and the CBOE are entitled to participate. The hearings are informal. The arbitrator has the authority to issue, or cause to be issued, subpoenas for the attendance of witnesses and for the production of books, records, documents, and other evidence and shall have the power to administer oaths.

The arbitration hearing may be confidential and closed to the public, upon mutual agreement. The arbitrator's written decision must be delivered to both parties personally, or by registered mail, within ten (10) days of the hearing. Such decision is final and not subject to review.

The arbitrator's fees and expenses are agreed upon by you and the CBOE. In the case of residential real property, such fees and expenses cannot exceed One Hundred Fifty Dollars (\$150) per case. For all other taxable property other than residential real property, the arbitrator's expenses and fees shall be an amount agreed upon by the taxpayer and the CBOE. The amount to which this County Board of Equalization will agree is established at Two Hundred Fifty Dollars (\$250) per case for the first four hours, with an additional One Hundred Dollars (\$100) per hour for the time which exceeds the first four hours, plus all other reasonable expenses incurred by the arbitrator. The arbitrator's fees and expenses, not including counsel fees, are to be paid as provided in the decision.

Filing Requirements:

You must submit ALL documents you wish considered with your appeal to any of the three authorities. Each of these venues provides a hearing *de novo*, which means you must submit new materials to support your opinion. Documents submitted to the Assessor or CBOE will not automatically be forwarded to the next level authority. As a reminder, any appeal to the Board of Assessment Appeals or the District Court, or your intent to submit to arbitration, must be filed no later than thirty (30) days after the date the decision by the County Board of Equalization was rendered. (§ 39-8-108(1), C.R.S.)

BOARD OF COUNTY COMMISSIONERS
January 28, 2020
PLANNING CASE #PLN19- 155: ADMINISTRATIVE TDR MAP AMENDMENT
CLASS 6
NEW BUSINESS

PROJECT INFORMATION:

Location: Upper Blue Basin, Lower Blue Basin, Snake River Basin

Project/Request: Administrative approval of a TDR Map Amendment for the Upper Blue, Lower Blue, and Snake River Basins

ISSUES:

None

PLANNING COMMISSION RECOMMENDATION:

The Planning Commissions do not review administrative TDR Map Amendment applications.

RESOLUTION STATUS

Draft Resolution Attached

STAFF RECOMMENDATION:

Approval

ATTACHMENTS:

1. List of properties
2. TDR Map with proposed changes
3. Draft Resolution



STAFF REPORT

TO: Board of County Commissioners

FROM: Sid Rivers, Planner II

FOR: Meeting of January 28, 2020

SUBJECT: Administrative approval of a TDR Map Amendment for the Upper Blue, Lower Blue, and Snake River Basins

APPLICANT: Summit County Government, Planning Department

OWNERS: Summit County Board of County Commissioners, Town of Breckenridge

REQUEST: Administrative approval of a TDR Map Amendment for the Upper Blue, Lower Blue, and Snake River Basins

BACKGROUND:

This request is for an administrative approval to amend the Transferable Development Rights (TDR) Maps for the Upper Blue, Lower Blue, and Snake River Basins.

The purpose of this amendment is to change the designation of specific properties that have recently been rezoned to Open Space via Planning case PLN19-004, as well as additional parcels that have been previously rezoned to Open Space. These parcels will be changed from their TDR designation of Receiving, Sending, or Neutral to "Neutral - Development Rights Removed".

Planning case PLN19-004 rezoned several properties to the Open Space zone district. All properties are owned either solely by the County or jointly by the Town of Breckenridge and Summit County. The vast majority were backcountry or rural properties in the Upper Blue Basin where development rights had been removed via a TDR transaction through the Joint Upper Blue TDR Bank, private party TDR transactions, wetland lot TDR transactions, Backcountry Parcel Assemblages, or as a requirement as part of the acquisition - either a requirement of the funding such as a Great Outdoors Colorado grant or via the creation of a non-conforming parcel. PLN19-004 rezoned 1,811.65 acres of land located in the Upper Blue Basin, 56.96 acres of land in the Lower Blue Basin, and 3.29 acres of land in the Snake River Basin. In total 1,871.9 acres of land was rezoned to Open Space. In addition, as part of that rezoning, a new TDR account was created in cooperation with the Town of Breckenridge to track and account for the development rights "removed" during open space rezonings. Of that total acreage, 924.16 acres of land has already been designated as Neutral - Development Rights Removed (via the acquisition processes outlined above). This application will change the TDR designation of the remaining Open Space zoned properties, 947.74 acres of land, to Neutral - Development Rights Removed.

This administrative amendment to the TDR maps is permitted via Code Section 3506.02.C.4. Administrative Changes to the Official TDR Maps, which reads:

Administrative changes to the Official Transferable Development Rights Maps shall be allowed to correct mapping errors or to reflect actions that have occurred, which have affected the density on a particular property (e.g., land trades, rezonings to the open space zone district, recordation of a conservation easement or restrictive covenants placed on sending areas). Administrative changes to the Official TDR Maps shall follow the Class 6 development review process outlined in Section 12000 et seq.

Although no specific findings for approval are listed within the Code, as a Class 6 application, the review process requires that an application be reviewed and acted upon by the BOCC. However, it should be noted that although this is an administrative process without specific findings, the previous planning cases were reviewed and findings were made as required during the approval process for those applications. Therefore, it would be appropriate for the BOCC to take action on this request without further findings. The Official TDR Maps are a part of the Land Use and Development Code by reference, and the official copies are located in the Office of the Clerk and Recorder.

STAFF RECOMMENDATION:

Staff recommends that the Board of County Commissioners approve case PLN19-155; An administrative TDR Map Amendment for the Upper Blue, Lower Blue, and Snake River Basins. A resolution of approval is attached.

ATTACHMENTS:

1. List of properties
2. TDR Map with proposed changes
3. Draft Resolution

Map ID	Prop Description	Current TDR Designation	ACRES	SCHNO	PPI	NOTE	BASIN
1	LOT 95 VALLEY OF THE BLUE SUB	Neutral	0.5	2801812	2485-0620-01-032		UB
2	LOT 17 BLOCK 2 ALPINE BRECKENRIDGE SUB # 1	Neutral	0.51	2801169	2483-0140-23-016		UB
3	LOT 17 BLOCK 4 ALPINE BRECKENRIDGE SUB # 1	Neutral	0.52	2800098	2483-0140-22-010		UB
4	LOT 16 BLOCK 4 ALPINE BRECKENRIDGE SUB # 1	Neutral	0.51	2800097	2483-0140-22-011		UB
5	LOT 2 BLOCK 7 ALPINE BRECKENRIDGE SUB # 2	Neutral	0.53	2802131	2483-0140-19-008		UB
6	LOT 3 BLOCK 7 ALPINE BRECKENRIDGE SUB # 2	Neutral	0.5	2802132	2483-0140-19-007		UB
7	LOT 7 BLOCK 5 QUANDARY VILLAGE SUB # 2	Neutral	0.5	2801594	2483-1220-10-024		UB
8	LOT 7 BLOCK 2 QUANDARY VILLAGE SUB # 2 UNDIVIDED 50% INTEREST	Neutral	0.5	6517095	2483-1210-12-005		UB
9	LOT 26 BLOCK 4 QUANDARY VILLAGE SUB # 2	Neutral	0.5	2801562	2483-1220-11-027		UB
10	LOT 27 BLOCK 4 QUANDARY VILLAGE SUB # 2	Neutral	0.5	2801563	2483-1220-11-028		UB
11	LOT 38 BLOCK 4 QUANDARY VILLAGE SUB # 2	Neutral	0.5	2801574	2483-1220-11-039		UB
12	LOT 37 BLOCK 4 QUANDARY VILLAGE SUB # 2	Neutral	0.5	2801573	2483-1220-11-038		UB
13	LOT 16 BLOCK 2 QUANDARY VILLAGE SUB # 2	Neutral	0.5	2800905	2483-1210-12-018		UB
14	LOT 51 BLOCK 3 QUANDARY VILLAGE SUB # 2	Neutral	0.5	2800583	2483-1220-07-031		UB
15	LOT 50 BLOCK 3 QUANDARY VILLAGE SUB # 2	Neutral	0.5	2801544	2483-1220-07-030		UB
16	LOT 48 BLOCK 3 QUANDARY VILLAGE SUB # 2	Neutral	0.66	2801542	2483-1220-07-028		UB
17	LOT 22 BLOCK 2 QUANDARY VILLAGE SUB # 2	Neutral	0.5	2801512	2483-1210-12-012		UB
18	French Gulch Claims Undivided 50% Interest TR 6-77 Sec 33 Qt	Sending	309.962	6516025	2211-3330-00-064		UB
19	Dandy and Boss MS 2675 and MS 2677 TR 6-77 Sec 32 Qtr 1 Mining Claim(s) con	Sending	8.59	2809165	2211-3210-00-011		UB
20	LOT 1 BLOCK 1 QUANDARY VILLAGE SUB # 1	Neutral	0.51	2801395	2483-0130-09-010	Wetland Lots PLN18-104	UB
21	LOT 2 BLOCK 1 QUANDARY VILLAGE SUB # 1	Neutral	0.51	2801396	2483-0130-09-009	Wetland Lots PLN18-104	UB
22	LOT 3 BLOCK 1 QUANDARY VILLAGE SUB # 1	Neutral	0.51	2801397	2483-0130-09-008	Wetland Lots PLN18-104	UB
23	LOT 4 BLOCK 1 QUANDARY VILLAGE SUB # 1	Neutral	0.51	2801398	2483-0130-09-007	Wetland Lots PLN18-104	UB
24	LOT 5 BLOCK 1 QUANDARY VILLAGE SUB # 1	Neutral	0.51	2801399	2483-0130-09-006	Wetland Lots PLN18-104	UB
25	LOT 6 BLOCK 1 QUANDARY VILLAGE SUB # 1	Neutral	0.51	2801400	2483-0130-09-005	Wetland Lots PLN18-104	UB
26	LOT 6 BLOCK 3 QUANDARY VILLAGE SUB # 1	Neutral	0.52	2801413	2483-0130-11-006	Wetland Lots PLN18-104	UB
27	LOT 5 BLOCK 3 QUANDARY VILLAGE SUB # 1	Neutral	0.53	2801412	2483-0130-11-007	Wetland Lots PLN18-104	UB
28	LOT 4 BLOCK 3 QUANDARY VILLAGE SUB # 1	Neutral	0.53	2801411	2483-0130-11-008	Wetland Lots PLN18-104	UB
29	LOT 12 BLOCK 7 ALPINE BRECKENRIDGE SUB #	Neutral	0.53	2801210	2483-1210-03-007	Wetland Lots PLN18-104	UB
30	GIBSON HILL TR 6-77 Sec 29 Qtr 2 Mining Claim(s) con	Sending	40.86	2804033	2211-2920-00-002	Gibson Hill TDR Sending Sites TDRs Extinguished - Bank Seeded per PLN12-084	UB
31	DAISY PLACER MS 17532 Undivided 50% Interest TR 8-77 Sec 06 Qt	Sending	37.42	6515872	2485-0630-00-006	TDRs Extinguished - Bank Seeded per PLN15-020	UB
32	LOT 14 BLOCK 3 PARKVILLE SUB 1	Sending	1.38	6510990	2211-2510-06-001	TDRs Extinguished - Bank Seeded per PLN15-020	UB
33	Undivided 50% Interest TR 7-77 Sec 09 Qt	Sending	99.3714	6516342	2371-0910-00-002	TDRs Extinguished - Bank Seeded per PLN17-052	UB
34	EXCELSIOR MS 2045 Undivided 50% Interest TR 7-77 Sec 09 Qt	Sending	4.9586	6516342	2371-0910-00-002	TDRs Extinguished - Bank Seeded per PLN17-052	UB
35	LOT 12 BLOCK 3 PARKVILLE SUB 1	Neutral	0.96	6510990	2211-2510-06-001	TDRs Extinguished - Bank Seeded per PLN15-020	UB
36	CAMP BIRD MS 8313 Undivided 50% Interest TR 6-77 Sec 28 Qt	Sending	5.16	6516023	2211-2810-00-007	Camp Bird MS 8313 TDRs Extinguished - Bank Seeded per PLN15-020	UB
37	WHITE CLOUD MS 8313 Undivided 50% Interest TR 6-77 Sec 28 Qt	Sending	5.15	6516023	2211-2810-00-007	White Cloud MS 8313 TDRs Extinguished - Bank Seeded per PLN15-020	UB
38	GOLD BUG MS 8313 Undivided 50% Interest TR 6-77 Sec 28 Qt	Sending	5.16	6516023	2211-2810-00-007	Gold Bug MS 8313 TDRs Extinguished - Bank Seeded per PLN15-020	UB
39	JULY MS 8313 Undivided 50% Interest TR 6-77 Sec 28 Qt	Sending	5.16	6516023	2211-2810-00-007	July MS 8313 TDRs Extinguished - Bank Seeded per PLN15-020	UB
40	IRONSIDE MS 8313 Undivided 50% Interest TR 6-77 Sec 28 Qt	Sending	5.16	6516023	2211-2810-00-007	Ironside MS 8313TDRs Extinguished - Bank Seeded per PLN15-020	UB
41	ROMANS CLAIMS Undivided 50% Interest TR 6-77 Sec 28 Qt	Sending	38.23	6516023	2211-2810-00-007	Romans Claims - TDRs Extinguished - Bank Seeded per PLN15-020	UB
42	LOT 1 2 3, 13 BLOCK 3 PARCEL 1 2 PARKVILLE SUB 1	Sending	4.2	6510990	2211-2510-06-001	Development Rights Extinguished April 2001 to seed Bank	UB
43	TR 6-77 Sec 22 Qtr 2 Mining Claim(s) cont 4.6000 acres GULCH LODGE MS# 11889 Acres 4.6000	Sending	4.6	2809319	2211-2220-00-018	Parcel Assemblage PLN16-035	UB
44	Undivided 50% Interest TR 6-77 Sec 35 Qtr 3 Mining Claim(s) cont 1.7220 acres HANNA MS# 6766 Acres 1.7220	Sending	1.722	6516781	2211-3530-00-025	Parcel Assemblage PLN15-055	UB
45	Undivided 50% Interest TR 6-77 Sec 34 Qtr 4 Mining Claim(s) cont 1.7200 acres ELLA G MS# 6766 Acres 1.7200	Sending	1.72	6516787	2211-3440-00-015	Parcel Assemblage PLN15-055	UB

46	Undivided 50% Interest TR 7-77 Sec 27 Qtr 3 Mining Claim(s) cont 5.1600 acres FOURTH OF JULY LODE MS# 4886 Acres 5.1600	Sending	5.16	6516779	2371-2730-00-007	Parcel Assemblage PLN15-055	UB
47	TR 7-77 Sec 27 Qtr 4 Mining Claim(s) cont 4.6660 acres JOSEPHINE LODE MS# 4420 Acres 4.6660	Sending	4.666	2809042	2371-2740-00-009	Parcel Assemblage PLN16-035	UB
48	TR 7-77 Sec 27 Qtr 4 Mining Claim(s) cont 12.7700 acres GEM OF THE SAND ROCK MS# 4419 Acres 5.1600 LOOKOUT MS# 11933 Acres 4.2420 EMPIRE MS# 3543 Acres 3.3680	Sending	12.77	2804072	2371-2740-00-011	Parcel Assemblage PLN16-035	UB
49	Undivided 50% Interest TR 6-77 Sec 34 Qtr 4 Mining Claim(s) cont 1.7200 acres CLARA W MS# 6766 Acres 1.7200	Sending	1.72	6516775	2211-3440-00-016	Parcel Assemblage PLN15-055	UB
50	Undivided 50% Interest TR 6-77 Sec 35 Qtr 3 Mining Claim(s) cont 1.7220 acres HORTON MS# 6766 Acres 1.7220	Sending	1.722	6516783	2211-3530-00-026	Parcel Assemblage PLN15-055	UB
51	Undivided 50% Interest TR 6-77 Sec 34 Qtr 4 Mining Claim(s) cont 1.7120 acres JAMES G CARLISLE MS# 6766 Acres 1.7120	Sending	1.712	6516789	2211-3440-00-018	Parcel Assemblage PLN15-055	UB
52	Undivided 50% Interest TR 6-77 Sec 34 Qtr 4 Mining Claim(s) cont 1.7200 acres ROGER Q MILLS MS# 6766 Acres 1.7200	Sending	1.72	6516785	2211-3440-00-017	Parcel Assemblage PLN15-055	UB
53	Undivided 50% Interest TR 7-77 Sec 27 Qtr 3 Mining Claim(s) cont 4.9200 acres SARATOGA MILL SITE MS# 4886B Acres 4.9200	Sending	4.92	6516777	2371-2730-00-006	Parcel Assemblage PLN15-055	UB
54	LOT 1-11 BLOCK 2, LOT 4-11 BLOCK 3, LOT 1-3 BLOCK 5 PARKVILLE SUB 1	Neutral	18.31	6510990	2211-2510-06-001	Parkville Subdivision	UB
55	Cobb & Ebert Placer MS 340	Sending	121.25	6516025	2211-3330-00-064	Cogo Grant - No TDRs	UB
56	JOHN J PLACER MS 1284 Undivided 50% Interest TR 6-77 Sec 33 Qtr 3 Mining Claim(s)	Sending	16.99	6516025	2211-3330-00-064	Parcel A has no Density. See Recording 1040442	UB
57	Undivided 50% Interest TR 6-77 Sec 28 Qtr 1 Mining Claim(s) cont 1034.2276 acre ANNIE C MS# 8378 Acres 5.1650 ARLING MS# 7144 Acres 4.4150 BADEN BADEN MS# 3794 Acres 5.1600 BERLIN MS# 6873 Acres 5.0620 BERTHA D MS# 8378 Acres 5.1650 BULLION MS# 8076 Acre	Sending	14.33	6516023	2211-2810-00-007	Slide, Lou P, and Fella TDRs Extinguished - Bank Seeded per PLN15-020	UB
58	TR 5-78 Sec 12 Qtr 2 Acres 2.4610 AKA TRACT IN SEC 1 AND SEC 12-5-78	Receiving	2.461	1301093	2097-1220-00-002	Brian Ave parcels	LB
59	TR 5-78 Sec 12 Qtr 3 Acres 10.0000	Receiving	10	1300481	2097-1230-00-001		LB
60	PARCEL B COYNE PLACER VALLEY SUB	Neutral	11.62	2800666	2209-2440-05-001		UB
61	In PLACER ACRES SUB GREEN AREA CONT. 4.84 AC	Neutral	4.84	4008154	2209-2510-16-001		UB
62	LOT 10 PLACER ACRES SUB UNDIVIDED 50% INTEREST	Neutral	1.07	6517099	2209-2510-16-013		UB
63	TRACT A QUANDARY VILLAGE SUB # 2	Neutral	9.68	2801495	2483-1210-06-017		UB
64	Undivided 50% Interest TR 6-77 Sec 07 Qtr 4 Mining Claim(s) cont 9.1480 acres MONROE PLACER MS# 1150 AKA LOTS 1-7 TATUM TRACTS 7-6-77	Neutral	9.148	6515882	2211-0740-00-008		UB
65	OPEN SPACE TRACT A GOLDEN EDGE SUB TR 7-77 Sec 03 Qtr 4 Mining Claim(s) cont 49.1460 acres GOLDEN EDGE LODE NO 2 MS# 12390 GOLDEN EDGE LODE NO 3 MS# 12390 GOLDEN EDGE LODE NO 4 MS# 12390 BLACKHAWK MS# 12390 FLAGSTAFF MS# 12390 GOLDEN EDGE PLACER MS# 12390	Sending	13.644	6518203	2371-0340-01-001		UB
66	OPEN SPACE TRACT C GOLDEN EDGE SUB TR 7-77 Sec 03 Qtr 4 Mining Claim(s) cont 49.1460 acres GOLDEN EDGE LODE NO 2 MS# 12390 GOLDEN EDGE LODE NO 3 MS# 12390 GOLDEN EDGE LODE NO 4 MS# 12390 BLACKHAWK MS# 12390 FLAGSTAFF MS# 12390 GOLDEN EDGE PLACER MS# 12390	Sending	21.178	6518205	2371-0340-01-003		UB
67	OPEN SPACE TRACT B GOLDEN EDGE SUB TR 7-77 Sec 03 Qtr 4 Mining Claim(s) cont 49.1460 acres GOLDEN EDGE LODE NO 2 MS# 12390 GOLDEN EDGE LODE NO 3 MS# 12390 GOLDEN EDGE LODE NO 4 MS# 12390 BLACKHAWK MS# 12390 FLAGSTAFF MS# 12390 GOLDEN EDGE PLACER MS# 12390	Sending	2.312	6518204	2371-0340-01-002		UB
68	Undivided 50% Interest TR 7-77 Sec 05 Qtr 2 Mining Claim(s) cont 14.7900 acres OLD IRONSIDES MS# 7388 BEN HARRISON MS# 7388 COUNTESS MS# 7388 AGGIE MS# 7388 MAGGIE MS# 7388	Neutral	14.79		2371-0520-00-001		UB
69	TR 2-79 Sec 34 Qtr 4 Acres 165.3499 TR 2-79 SEC 34 QTR 2 35.23 ACRES TR 2-79 SEC 34 QTR 4 44.54 ACRES TR 2-79 SEC 35 QTR 3 80.02 ACRES	Neutral	44.5		1697-3440-00-020	Doig Meadow Extension	LB
70	LOT 1 COYNE PLACER VALLEY SUB	Neutral	0.27	2801709	2209-2440-05-002		UB
71	LOT 13 BLOCK 1 PINEY ACRES SUB	Neutral	1.07	3000239	2095-0710-15-014	Restrictive covenant prohibiting development. No density. Lots 13, 14 are neutral and lot 12 is receiving	SR

72	LOT 14 BLOCK 1 PINEY ACRES SUB	Neutral	1.17	3000240	2095-0710-15-013	Restrictive covenant prohibiting development. No density. Lots 13, 14 are neutral and lot 12 is receiving	SR
73	LOT 12 BLOCK 1 PINEY ACRES SUB	Receiving	1.05	3000238	2095-0720-02-001	Restrictive covenant prohibiting development. No density. Lots 13, 14 are neutral and lot 12 is receiving	SR

Total 947.737

RESOLUTION NO. 2020-__

**BOARD OF COUNTY COMMISSIONERS
OF THE
COUNTY OF SUMMIT
STATE OF COLORADO**

A RESOLUTION APPROVING PLANNING CASE #PLN19-155, AN ADMINISTRATIVE APPROVAL OF A TDR MAP AMENDMENT FOR THE UPPER BLUE, LOWER BLUE, AND SNAKE RIVER BASINS and,

WHEREAS, the Summit County Planning Department Director has applied for an Administrative approval of a TDR Map Amendment for the Upper Blue, Lower Blue, and Snake River Basins; and,

WHEREAS, the Planning Department has reviewed the application and recommended that it be approved; and,

WHEREAS, the Board of County Commissioners has reviewed the application at a meeting held on January 28, 2020; and,

WHEREAS, the Summit County Land Use and Development Code Section 3506.02.B.1 Official TDR Maps allows for the Board of County Commissioners to amend these maps from time-to-time; and

WHEREAS, Code Section 3506.02.C.4 Administrative Changes to the Official TDR Maps allows administrative changes to the Official TDR Maps to correct mapping errors or to reflect actions that have occurred, which have affected the density on a particular property (e.g., land trades, rezonings to the open space zone district, recordation of a conservation easement or restrictive covenants placed on sending areas).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SUMMIT, STATE OF COLORADO, THAT PLN19-155 an administrative approval of a TDR map amendment for the Upper Blue, Lower Blue, and Snake River Basins, is hereby APPROVED.

ADOPTED THIS 28TH DAY OF JANUARY, 2020

**COUNTY OF SUMMIT
STATE OF COLORADO
BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS**

Karn Stiegelmeier, Chair

ATTEST:

Kathleen Neel, Clerk & Recorder

**BOARD OF COUNTY COMMISSIONERS
JANUARY 28, 2020
PLANNING CASE # PLN19-153: LOT 8B, SHADOWS NORTH AMENDED
CLASS 6-GENERAL SUBDIVISION EXEMPTION
NEW BUSINESS**

PROJECT INFORMATION:

Location: Lot 8B, Shadows North Amended Subdivision; 1072 American Way (CR 906)
Project/Request: A General Subdivision Exemption to replat the building envelope on Lot 8B, Shadows North Amended Subdivision; a 0.531 acre parcel zoned R-2.

ISSUES:

None

PLANNING COMMISSION RECOMMENDATION:

The Upper Blue Planning Commission does not make recommendations on General Subdivision Exemptions

RESOLUTION STATUS

Draft Resolution Attached

STAFF RECOMMENDATION:

Approval with 7 findings and 0 conditions

ATTACHMENTS:

- A. Proposed Plat
- B. Draft Resolution



PLANNING DEPARTMENT

970.668.4200
5660

0037 Peak One Dr. | PO Box
Erie, CO 80512

STAFF REPORT

TO: Board of County Commissioners
FROM: Jessica Potter, Planner II
FOR: Meeting of January 28, 2020
SUBJECT: PLN19-153; Lot 8B, Shadows North Amended Sub., General Subdivision Exemption

APPLICANT: Sonny Neely
OWNER: John Parke III and Julia Wiest
REQUEST: A General Subdivision Exemption to replat the building envelope on Lot 8B, Shadows North Amended Subdivision; a 0.531 acre parcel zoned R-2.

PROJECT DESCRIPTION:

Location: 1072 American Way (CR 906)
Legal Description: Lot 8B, Shadows North Amended Subdivision
Existing Zoning: R-2
Proposed Use: Single-Family Residential
Total site area: 0.53 Acres
Adjacent land uses:
East: Single-Family Residential - Lot A, Ridge Crest Sub.
West: Single-Family Residential - Lot 7A, Shadows North Amended Sub.
North: Single-Family Residential - Lot 8B, Shadows North Amended Sub.
South: Single-Family Residential - Lot 1, Shadows North Amended Sub.

DEVELOPMENT REQUIREMENTS:

	<u>Required</u>	<u>Proposed</u>
Setbacks:		
East (rear):	25'	31' - 55'
Northwest (front):	25'	58'
Northeast (side):	15'	15'
South (side):	15'	15'

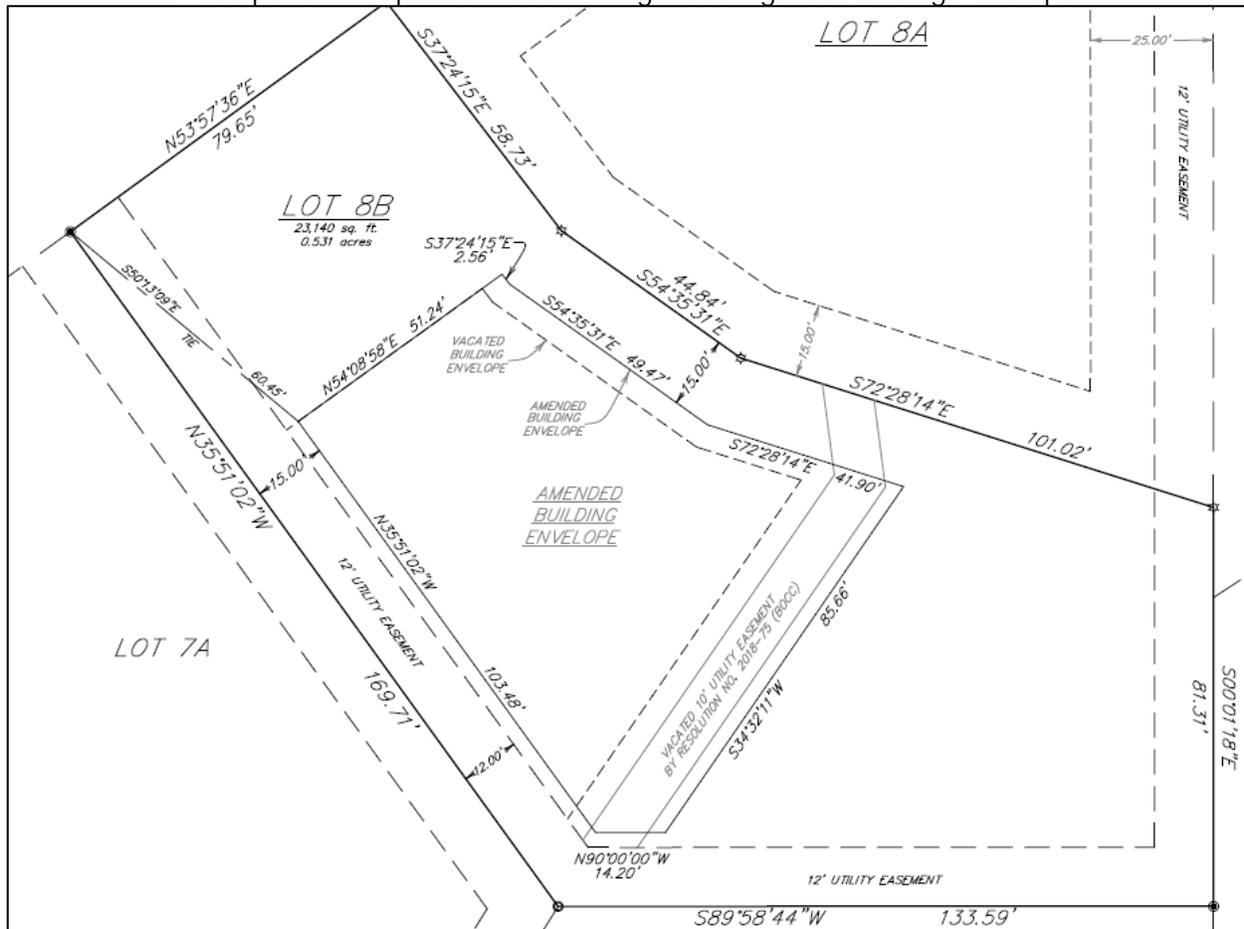
BACKGROUND:

Lot 8 Shadows North Amended Subdivision was subdivided into Lot 8A and 8B via PLN16-039. Following compliance with a condition of approval to relocate the existing overhead power lines below ground, the plat was recorded September 18, 2018 (Rec. No. 1180383). On November 13, 2018 the BOCC approved the vacation of a utility easement for power lines since the

easement was no longer necessary following the relocation of the utilities underground and within a different easement (Rec. No. 1184948).

When the property was initially subdivided, the power lines were still in place and a building envelope was established to ensure that this utility easement was not disturbed. The current owners are requesting to replat the building envelope to incorporate the vacated easement into the building envelope. The request will minimally reconfigure the building envelope along the sides so that it is consistent with the setbacks in the R-2 zone district of 15 feet. The front setback will remain at 58 feet which will preserve the views from Lot 8A. The rear setback will vary between 31 and 55 feet since the rear of the lot is heavily forested and the applicant does not wish to enlarge the building envelope into this region. The proposed plat showing the modifications is copied below.

Excerpt from Proposed Plat Showing Reconfigured Building Envelope



CRITERIA FOR DECISION

Section 8402.01 of the Summit County Land Use & Development Code (“Code”), states that the following criteria must be met for the BOCC to approve a general subdivision exemption:

1. The division of land created by the subdivision exemption is not within the purposes of the State subdivision statutes (C.R.S. § 30-28-133 et seq.).
2. The lots resulting from the subdivision exemption are in compliance with County Zoning Regulations.

3. The subdivision exemption is in compliance with County Subdivision Regulations and standards (Chapter 8).
4. The proposed subdivision exemption is in general conformance with the advisory goals, policies and provisions of the Summit County Countywide Comprehensive Plan and any applicable basin or subbasin master plans.
5. The applicant has provided evidence that all areas of the proposed subdivision exemption that may involve soil or topographical conditions presenting hazards or requiring special precautions have been identified and that the proposed uses of these areas are compatible with such conditions.
6. The applicant has provided certification from the County Treasurer's office that all ad valorem taxes applicable to the proposed subdivision exemption, for years prior to the year in which approval is under consideration, have been paid.
7. The exemption plat is drawn in accordance with standards in the Subdivision Regulations and is suitable for recordation.

Criterion 1: Will Not Circumvent the Intent of the Subdivision Regulations

The subdivision exemption will not create any additional building sites nor is it in the purview of State subdivision statutes. This application will simply result in the reconfiguration of the building envelope on Lot 8B primarily to extend the building envelope 18 feet to the southeast to incorporate the vacated utility easement.

Criterion 2: Compliance with County Zoning Regulations

This proposal is in compliance with all applicable zoning regulations found in the Summit County Land Use and Development Code. The proposed building envelope will be compliant with all setbacks and correct an error from the original plat, where the building envelope on the southwest side was shown as 12 feet as opposed to 15 feet. Furthermore, the applicant has submitted a draft site plan of a proposed single-family home that will be compliant with all zoning regulations.

Criterion 3: Compliance with County Subdivision Regulations and Standards (Chapter 8)

This subdivision exemption meets the intent of the subdivision regulations. This revision will not adversely affect drainage, trails, fire protection, or any other subdivision regulations in Chapter 8 of the Land Use and Development Code.

Criterion 4: Compliance with County Comprehensive Plan & Basin Master Plan

This application is consistent with goals, policies, and actions found in the Countywide, Upper Blue Basin, and Joint Upper Blue Master plans. This request is simply to replat a building envelope.

Criterion 5: Compliance with Soil or Topographical Conditions

There are no soil or topographical conditions present on the subject properties that would preclude the approval of this subdivision exemption.

Criterion 6: Ad Valorem Taxes

All taxes on the subject property have been paid per documentation from the Summit County Treasurer.

Criterion 7: Compliance with Plat Standards and Suitable for Recordation

The plat has been drawn according to the standards in Chapter 8 of the Development Code, and the County Surveyor has found that it is suitable for recordation.

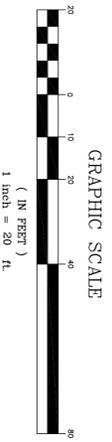
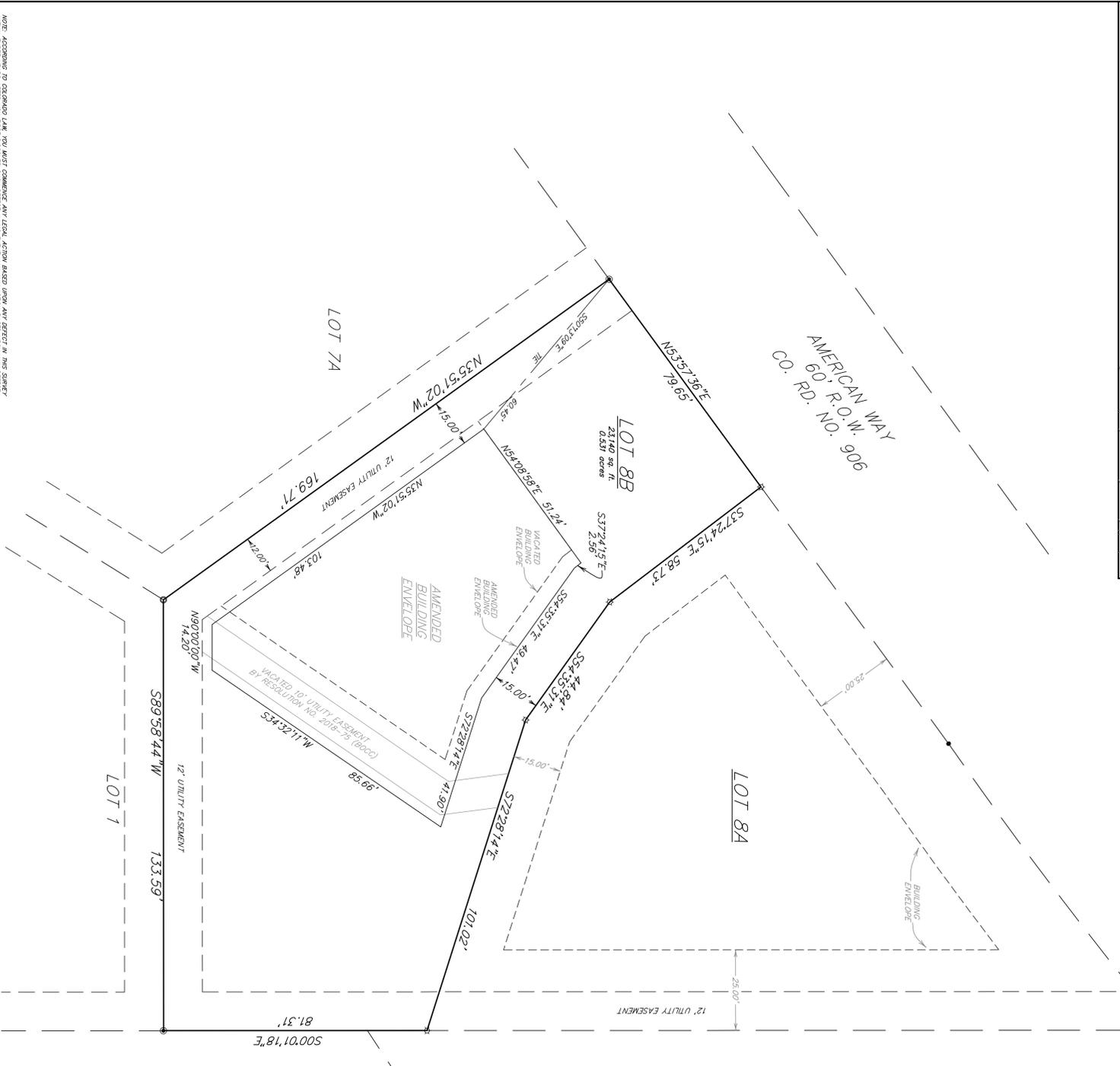
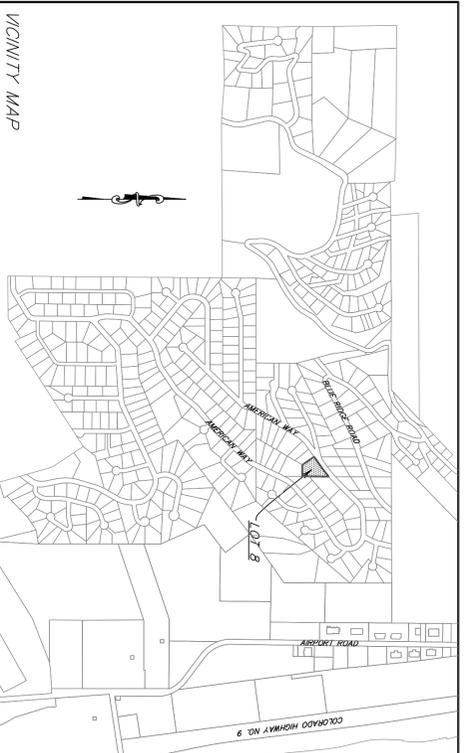
STAFF RECOMMENDATION:

Staff recommends that the Board of County Commissioners approve PLN19-153, a General Subdivision Exemption to replat the building envelope on Lot 8B, Shadows North Amended Subdivision; a 0.531 acre parcel zoned R-2. Lot 8B, Shadows North Amended Subdivision, with the following findings:

Findings:

1. This Subdivision Exemption is not within the purposes of the State Subdivision Statutes. The approval of this request will not result in any additional building sites.
2. This request is in compliance with the Zoning Regulations found in the Land Use and Development Code.
3. This application is in compliance with the Subdivision Regulations found in the Land Use and Development Code; there will be no negative impacts on drainage, trails, slopes, or fire protection.
4. The proposal is in conformance with the Countywide, Upper Blue, and Joint Upper Blue master plans.
5. There are no topographical hazards present on the site.
6. All taxes due on the property have been paid.
7. The General Subdivision Exemption plat has been drawn according to the standards found in the Land Use and Development Code and is suitable for recordation.

**A REPLAT OF
LOT 8B, A RESUBDIVISION OF LOT 8, SHADOWS NORTH AMENDED
SUMMIT COUNTY, COLORADO**



- LEGEND**
- FOUND REBAR & PLASTIC CAP (PLS 27924)
 - FOUND REBAR & ALUM. CAP (PLS 4440)
 - FOUND #5 REBAR
 - P. PLATTED COURSE
 - M. MEASURED COURSE

- PLAT NOTE:**
- 1) THOSE ITEMS LISTED IN THE RELEVANT SECTION OF THE SUMMIT COUNTY LAND USE AND DEVELOPMENT CODE CONVENING EXCEPTIONS TO SETBACK REQUIREMENTS SHALL BE PERMITTED OUTSIDE OF THE BUILDING ENVELOPES.
 - 2) THE SOLE PURPOSE OF THIS REPLAT IS TO REVISE THE BUILDING ENVELOPE OF LOT 8B
 - 3) PLAT OF RESUBDIVISION OF LOT 8 WAS RECORDED UNDER REC. NO. 118038X
 - 4) VACATION OF UTILITY EASEMENT BY RESOLUTION NO. 2018-75 RECORDED UNDER RECEIPTION NO. 118448

SURVEYOR'S CERTIFICATE:

I, ROBERT R. JOHNS, BEING A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT AND SURVEY WAS PREPARED BY ME, BEST OF MY KNOWLEDGE AND UNDER MY SUPERVISION AND THAT BOTH ARE TRUE AND CORRECT.

DATED THIS ____ DAY OF _____, 20__

SIGNATURE: ROBERT R. JOHNS, P.L.S.
COLORADO REGISTRATION NO. 26292



OWNER'S CERTIFICATE:

I, JOHN PARKE III AND JULIA WEST, KNOW ALL PERSONS BY THESE PRESENTS THAT JOHN PARKE III AND JULIA WEST BEING THE OWNERS OF THE LAND DESCRIBED AS FOLLOWS:

LOT 8B, SHADOWS NORTH AMENDED
AREA IN ACRES 0.531
IN SUMMIT COUNTY, COLORADO

HAVING THE NAME AND STATE OF "A REPLAT OF LOT 8B, SHADOWS NORTH AMENDED" HAS Laid out PLATTED AND SUBDIVIDED SAME AS SHOWN ON THIS PLAT, AND BY THESE PRESENTS DOES HEREBY DEDICATE TO THE COUNTY OF SUMMIT, STATE OF COLORADO, THE STREETS, ROADS AND OTHER PUBLIC AREAS AS SHOWN HEREON, INCLUDING BUT NOT LIMITED TO, THE PUBLIC UTILITY EASEMENTS, AND THE PUBLIC RIGHTS OF WAY, AND DEDICATE THOSE PORTIONS OF LAND LABELED AS UTILITY EASEMENTS TO THE COUNTY OF SUMMIT FOR USE BY THE UTILITY COMPANIES OR OTHER PROVIDERS OF UTILITIES IN THE INSTALLATION AND MAINTENANCE OF UTILITY LINES AND STRUCTURES AND FOR THE STREETS AND ROADS DOES NOT NECESSARILY RESULT IN THE ACCEPTANCE OF ROADS CONSTRUCTED THEREIN FOR MAINTENANCE BY THE COUNTY OF SUMMIT.

IN WITNESS WHEREOF, THE SAID OWNERS HAVE CAUSED THEIR NAMES TO HEREUNTO BE SUBSCRIBED THIS ____ DAY OF _____, 20__

JOHN PARKE III _____ JULIA WEST _____

ACKNOWLEDGEMENT:

STATE OF _____
COUNTY OF _____

THE FOREGOING OWNER'S CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20__, BY JOHN PARKE III, _____ AND JULIA WEST, _____ WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____
MY COMMISSION EXPIRES _____

ACKNOWLEDGEMENT:

STATE OF _____
COUNTY OF _____

THE FOREGOING OWNER'S CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20__, BY JULIA WEST, _____ WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____
MY COMMISSION EXPIRES _____

TITLE COMPANY'S CERTIFICATE:

THE COMPANY DOES HEREBY CERTIFY THAT IT HAS EXAMINED THE TITLE TO ALL LANDS AS SHOWN ON THIS PLAT AND THAT THE DEDICATOR FREE AND CLEAR OF ALL TAXES, TAXES, AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

DATED THIS ____ DAY OF _____, 20__

AGENT _____

BOARD OF COUNTY COMMISSIONERS' APPROVAL:

THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO, DOES HEREBY APPROVE THIS PLAT ON THIS ____ DAY OF _____, 20__

AND HEREBY ACCEPTS DEDICATION OF PUBLIC RIGHTS-OF-WAY, UTILITY EASEMENTS, AND OTHER PUBLIC AREAS AS SHOWN HEREON, ACCEPTANCE OF PUBLIC RIGHTS-OF-WAY FOR STREETS OR ROADS DOES NOT CONSTITUTE ACCEPTANCE FOR MAINTENANCE PURPOSES. THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY DOES HEREBY ACCEPTS DEDICATION OF PUBLIC RIGHTS-OF-WAY FOR STREETS OR ROADS DOES NOT NECESSARILY RESULT IN THE ACCEPTANCE OF ROADS CONSTRUCTED THEREIN FOR MAINTENANCE BY THE COUNTY OF SUMMIT.

CONSTRUCTION STANDARDS OR SUCH REGULATIONS AS SHALL BE ADOPTED IN LIEU OF THE SUMMIT COUNTY ROAD AND BRIDGE DESIGN AND CONSTRUCTION STANDARDS.

CHAIR _____

MORTGAGE HOLDER CERTIFICATE:

THAT THEY HAVE EXAMINED THIS PLAT AS A LENDER FOR THE PROJECT AND DOES HEREBY APPROVE OF THIS PLAT:

BY: _____
NAME: _____
TITLE: _____

TREASURER'S CERTIFICATE:

I, THE UNDERSIGNED DO HEREBY CERTIFY THAT THE ENTIRE AMOUNT OF TAXES AND ASSESSMENTS DUE AND PAYABLE AS OF _____, 20__ ON ALL PARCELS OF REAL ESTATE DESCRIBED ON THIS PLAT ARE PAID IN FULL.

DATED THIS ____ DAY OF _____, 20__

SIGNATURE: _____
SUMMIT COUNTY TREASURER

CLERK AND RECORDER'S ACCEPTANCE:

THIS PLAT WAS ACCEPTED FOR FILING IN THE OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER ON THIS ____ DAY OF _____, 20__ AND FILED FOR RECORD AT ____ M., UNDER RECEIPTION NUMBER ____ AND REC'D.

SIGNATURE _____ BY: _____

Drawn JKJ/RRU	Dwg REPLAT-8B	Project 21575
Checked RRU	Date 01/08/2020	Sheet 1 of 1

R-A-N-C-E-W-E-S-T
ENGINEERS & SURVEYORS

P.O. Box 589
Silverthorne, CO 80498 970-468-6281

NOTES: ACCORDING TO SECTION 146, THE PLAT COMPLETION DATE FOR THIS PLAT IS 01/08/2020. THE COUNTY CLERK AND RECORDER SHALL BE ADVISED OF THE COMPLETION DATE OF THIS PLAT. THE COUNTY CLERK AND RECORDER SHALL BE ADVISED OF THE COMPLETION DATE OF THIS PLAT. THE COUNTY CLERK AND RECORDER SHALL BE ADVISED OF THE COMPLETION DATE OF THIS PLAT.

RESOLUTION NO. 2020-__

**BOARD OF COUNTY COMMISSIONERS
OF THE
COUNTY OF SUMMIT
STATE OF COLORADO**

A RESOLUTION APPROVING PLANNING CASE #PLN19-153, A GENERAL SUBDIVISION EXEMPTION TO REPLAT THE BUILDING ENVELOPE ON LOT 8B, SHADOWS NORTH AMENDED SUBDIVISION; A 0.531 ACRE PARCEL ZONED R-2 (Applicant: John Parke III and Julia Wiest) and

WHEREAS, John Parke III and Julia Wiest have applied to the Board of County Commissioners for a General Subdivision Exemption to replat a building envelope; and

WHEREAS, the Board of County Commissioners has reviewed the application at a public hearing held on January 28, 2020, and considered the evidence and testimony presented at the meeting; and

WHEREAS, the Board of County Commissioners finds as follows:

1. This Subdivision Exemption is not within the purposes of the State Subdivision Statutes. The approval of this request will not result in any additional building sites.
2. This request is in compliance with the Zoning Regulations found in the Land Use and Development Code.
3. This application is in compliance with the Subdivision Regulations found in the Land Use and Development Code; there will be no negative impacts on drainage, trails, slopes, or fire protection.
4. The proposal is in conformance with the Countywide, Upper Blue, and Joint Upper Blue master plans.
5. There are no topographical hazards present on the site.
6. All taxes due on the property have been paid.
7. The General Subdivision Exemption plat has been drawn according to the standards found in the Land Use and Development Code and is suitable for recordation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SUMMIT, STATE OF COLORADO, THAT a General Subdivision Exemption to replat the building envelope on Lot 8B, Shadows North Amended Subdivision; a 0.531 acre parcel zoned R-2, is approved.

ADOPTED THIS 28TH DAY OF JANUARY 2020.

**COUNTY OF SUMMIT
STATE OF COLORADO
BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS**

ATTEST:

Karn Stiegelmeier, Chair

Kathleen Neel, Clerk & Recorder



PLANNING DEPARTMENT

970.668.4200
www.SummitCountyCO.gov

0037 Peak One Dr. PO Box 5660
Frisco, CO 80443

STAFF MEMORANDUM

Date: Meeting of January 28, 2020

To: Board of County Commissioners

From: Dan Osborn, Senior Planner

Subject: PLN18-035; Tiger Run RV Resort Park Subdivision, and PLN18-037; Tiger Run Resort Major PUD Modification Continuance Request

Project: PLN18-035; a Class 6 General Subdivision Exemption for a lot line vacation to incorporate a portion of parcel A-1 (0.08 of an acre) from the Swan's Nest Sub into a new 2.072 acre parcel known as the Tiger Run Resort Administration Building Tract, also known as Tract J.

PLN18-037; The purpose of the Tiger Run RV Resort Major PUD Amendment is to clarify requirements of the PUD and incorporate recent lawsuit settlement agreements related to the Whitt property.

Background:

These items were scheduled for consideration by the BOCC on January 28, 2020, however due to an unforeseen issue with the format for the public notice, the mailing sent by the applicant to the United States Postal Service was rejected. All of the mailed public notices were returned and marked undelivered. Therefore adequate public notice has not been given as required by Code.

Because of the interrelated nature of the applications, staff is recommending, and the applicant agrees, that the BOCC open and continue both public hearings to the February 11, 2020, meeting in order for the applicant to have sufficient time to properly send the mailed public notice.

Recommendation:

Continue these public hearing items to the February 11, 2020, meeting.

**BOARD OF COUNTY COMMISSIONERS
JANUARY 28, 2020
PLANNING CASE # PLN19-145 : MINOR AMENDMENT TO THE COPPER PUD
CLASS 6-MIN PUD AMEND
PUBLIC HEARING**

PROJECT INFORMATION:

Location: North Alpine Parking Lot at Copper Mountain; Lot 2B, Copper Mountain East
Neighborhood Subdivision

Project/Request: A minor amendment to the Copper Mountain PUD to add commercial as
an allowed use to Parcel 30 (Alpine Lot) and transfer 1,000 square feet of
commercial density from Parcel 29 (East Lake Housing) to Parcel 30 to
facilitate a new transportation center with a small commercial component

ISSUES:

None

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission does not make recommendations on Minor PUD Amendments

RESOLUTION STATUS:

Draft Resolution Attached

STAFF RECOMMENDATION:

Approval with 7 findings and 0 conditions

ATTACHMENTS:

Draft Resolution

STAFF REPORT

TO: Board of County Commissioners
FROM: Jessica Potter, Planner II
FOR: Meeting of January 28, 2020
SUBJECT: Planning Case PLN19-145; Minor Amendment to the Copper Mountain PUD
APPLICANT: Graeme Bilenduke, Copper Mountain Resort
OWNER: Powdr - Copper Participation LLC
REQUEST: A minor amendment to the Copper Mountain PUD to add Commercial as an allowed use to Parcel 30 (Alpine Lot) and transfer 1,000 square feet of commercial density from Parcel 29 (East Lake Housing) to Parcel 30 to facilitate a new transportation center with a small commercial component.

PROJECT DESCRIPTION

Location: Alpine Parking Lot
Legal Description: Lot 2B, Copper Mountain East Neighborhood Subdivision
Existing Zoning: Copper Mountain PUD
Proposed Use: Commercial and Resort Support
Specific Uses: Commercial (Food and Beverage); Resort Support (Restrooms, Bus Shelter, and Guest Services)
Total site area: 9 acre parking lot; 166 acre parcel
Adjacent land uses:
 East: Parking Lot
 West: Transit Road / Golf Course
 North: North Alpine Workforce Housing (under construction)
 South: Parking Lot

BACKGROUND

The Alpine Parking Lot is the largest parking lot at Copper Mountain, providing 1,728 spaces of the 4,284 available at the resort for day use parking, and the vast majority of the 2,538 spaces west of Hwy 91. Copper's internal transit operations move guests from the Alpine Lot to their destinations within the resort via 2 stops that pick-up/drop-off on the west side of the parking lot. There is a transportation center constructed in 1979 in the northern portion of the Alpine Lot containing bathrooms and guest services facilities. According to the resort, this existing transportation center is outdated, not centrally located, and the current bus stops do not provide an ideal guest experience. The resort is proposing to construct a new transportation facility with grade separation, bathrooms, guest services, and amenities such as a fireplace, wind shelter, landscaping, and waiting areas. In addition to these facilities, the resort is proposing a commercial component which will include grab-and-go food options such as burritos and coffee.

The Copper Mountain PUD divides the resort into development parcels and lists the uses permitted on each development parcel. The Alpine Lot, Parcel 30, currently permits Resort Support as defined in the PUD which includes bathrooms, guest services, and similar uses, but does not permit Commercial, meaning that the sale of goods and services is not currently permitted at the Alpine Lot. Parcel 29, where Copper Point Townhomes are located, is fully built-out and 1,000 square feet of unused commercial is allotted to this parcel. In order to facilitate the commercial food sale component of the transportation center, the resort is requesting a Minor PUD Amendment to add commercial as a permitted use on the Alpine Lot (Parcel 30) and transfer the 1,000 square feet of commercial from Parcel 29 (East Lake Housing AKA Copper Point Townhomes) to Parcel 30 (Alpine Lot). Commercial was removed as a permitted use from Parcel 29 during the last major amendment to the PUD approved July 9, 2019, but the density associated with it was not transferred to another site at that time. The proposed PUD modification is shown below, with additions in red and deletions in blue strikethrough.

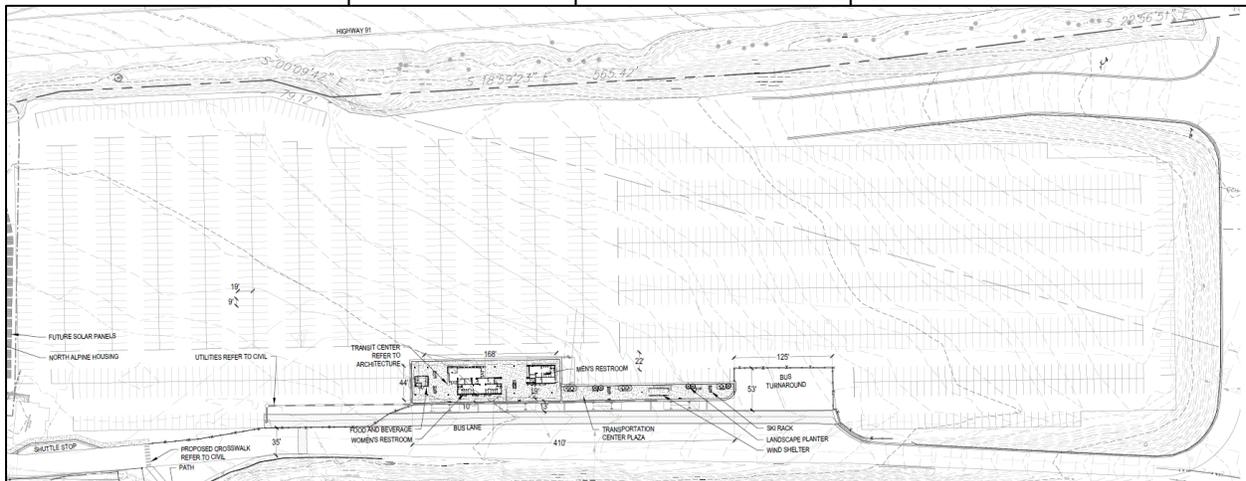
Proposed Excerpted Table 1 of PUD

Parcel 29	East Lake Housing (Copper Point Townhomes)	Affordable Housing, Employee Housing Units, single-family dwelling units, multi-family dwelling units, historic buildings park	0	1,000	0
Parcel 30	Alpine Parking Lot	Resort Support Facilities, Day Use Parking, Active Recreation Uses, Non-Peak Season staging, vehicle and material storage, and charity event RV and tent camping, Affordable Housing, Employee Housing, Commercial	0	1,000	0

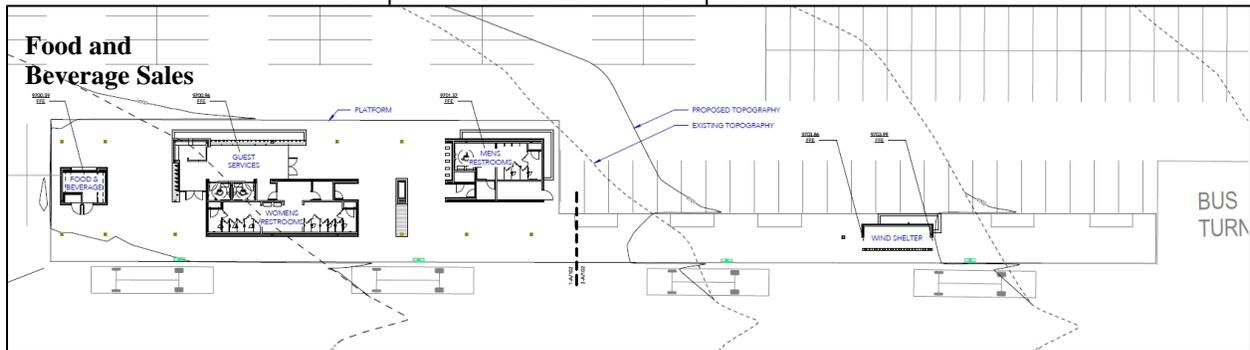
The request before the Board is for the zoning amendment to the PUD. The Ten Mile Planning Commission will review the site plan for the new transportation center, pending zoning approval, at their February meeting. Since those plans have been prepared they are included as part of this submission to provide context for this request.

Existing Conditions: Alpine Lot

Proposal: New Transportation Center at Alpine Lot



Proposal: Site Plan of Transportation Center



CRITERIA FOR DECISION

Section 12203.02 of the County's Land Use and Development Code ("Code") states that the BOCC may approve a minor PUD amendment, only if the application meets all relevant County regulations and standards and provided the BOCC makes the following findings:

- A. The proposed PUD modification is consistent with the efficient development and preservation of the entire PUD.
- B. The proposed PUD modification does not affect, in a substantially adverse manner, either the enjoyment of land abutting upon or across a street from the PUD or the public interest.
- C. The proposed PUD modification is not granted solely to confer a special benefit upon any person.
- D. The proposed PUD modification is in general conformance with the goals, polices/actions and provisions of the Summit County Countywide Comprehensive Plan and any applicable basin or subbasin master plans.
- E. The proposed PUD modification is consistent with the purpose and intent of the County's Zoning Regulations and Rezoning Policies.
- F. The proposed PUD modification is consistent with public health, safety and welfare, as well as efficiency and economy in the use of land and its resources.
- G. The proposed PUD modification amendment is not substantial and conforms to the intent and integrity of the original PUD and the PUD modification has been determined to be a minor amendment in accordance with Section 12202.04.

Criterion A: Consistent with efficient development and preservation of the entire PUD

The addition of commercial to Parcel 30 is an appropriate use at this site and is consistent with efficient development and preservation of the PUD. Commercial is requested in the context of food and beverage sales at new a new transportation facility. The purchase of grab-and-go food and beverages at this location is logical and will improve the guest experience. The commercial density is being transferred from Parcel 29 (East Lake Housing), where Copper Point Townhomes are located. Parcel 29 is built-out out and commercial as an allowed use was removed from this site during the last update to the PUD approved in 2019.

The resort is planning on devoting approximately 210 square feet to commercial sales on this site; however is requesting to transfer the full 1,000 square feet of commercial from Parcel 29 to this parcel. If in the future, if the resort wishes to use the excess commercial at this site for ticket sales, small retail, paid lockers, or other similar uses, Staff feels those are compatible and the details of those uses will be reviewed through a site plan review. The one use under the umbrella of Commercial that is not being analyzed in this request and thus is specifically excluded is paid parking.

Due to the location of the other free lots at the resort, all located across Hwy 91 on public lands - the Far East Lot on United States Forest Service (USFS) property, and the Ten Mile Lot on Colorado Department of Transportation (CDOT) property, the implications of converting the Alpine Lot to paid parking are not being analyzed with this request. This is not to state that paid parking at the Alpine Lot could not be permitted in the future with the proper analysis and provisions; simply that it is not being reviewed with this request and thus is not permitted under the umbrella of commercial uses on Parcel 30 at this time. The following footnote has been proposed as footnote u to Table 1.

u. Commercial added to Parcel 30 to facilitate food and beverage sales. Paid parking in the Alpine Lot was not contemplated as part of this PUD Amendment. If paid parking is requested, it shall be reviewed through a Minor PUD Amendment.

There will be no loss of parking with this proposal. Table 10 of the PUD lists the parking lots at Copper and the number of spaces provided in each lot. The Alpine Lot currently accommodates 1,728 spaces and the site plan presented by the applicant shows that this number of spaces will be maintained. The future buildout of the Alpine Lot shows 1,972 spaces, and the applicant has demonstrated that this same number of spaces can be accommodated with the proposed transportation center.

Criterion B: The modification does not affect, in a substantially adverse manner, land or the public interest

The request is solely to permit limited commercial sales on Parcel 30. Through the inclusion of footnote u (above) which will require review of any request to allow paid parking on the Alpine Lot, the request will not have any negative affect on public lands or the public interest.

Criterion C: The proposed PUD modification is not granted solely to confer a special benefit upon any person

This zoning amendment will not confer a grant of special privilege. Commercial is an allowed use on other parcels in the PUD and the addition of commercial will provide additional food and beverage options to the resort public.

Criterion D: The proposed PUD modification is in general conformance with the goals, polices/actions of the applicable Master Plans

The Copper Mountain Subbasin Plan contained within the Tenmile Master plan contains specific goals, polices, and actions to guide land use and development at Copper. Goal B, copied below, relates to commercial land use at the resort and the policies and actions speak directly to small-scale, pedestrian oriented commercial. The provision of commercial uses and the proposed improvements to the Transportation Center are also in line with this goal as well as Goal L, copied below, which relates to enhancing the overall effectiveness of the internal shuttle service at Copper.

Commercial Land Use

Goal B. Provide for commercial uses in a manner that is visually attractive, provides interest to pedestrians, promotes economic viability and is consistent with or improves the character of the subbasin and the overall needs for growth in the subbasin.

Policy/Action 1. Commercial uses should be kept at a small scale, with small shops encouraged and the development of large, freestanding retail sales stores avoided.

Commercial uses should be incorporated into buildings with residential uses where practicable and should fit into an overall design concept for the subbasin.

Policy/Action 2. New commercial retail and service uses should be located in a manner that provides convenient pedestrian access and creates pedestrian activity and interest. Special attention should be given to creating attractive commercial uses at the pedestrian level.

Transportation and Mass Transit

Goal L. Improve parking, mass transit, and vehicular circulation throughout the Copper Mountain Subbasin.

Policy/Action 1. Copper Mountain Resort should continue to provide for the transport of guests and the residents between the parking areas in the subbasin and in between the neighborhoods within the subbasin, and support increased mass transit use and other methods of transporting people to and within the subbasin.

1.2 Increase the effectiveness of shuttle service or other approved mass transit service for visitors, especially as inner parking lots are lost to development.

Criterion E: The proposed PUD modification is consistent with the purpose and intent of the County's Zoning Regulations and Rezoning Policies

The purpose and intent of the County's zoning regulations are to ensure the compatibility of land uses, efficient development, as well as protecting land subject to development constraints. This request is compatible with the purpose and intent of the zoning regulations. The Copper Mountain PUD is a ski resort PUD where the provision of commercial sales at a new transportation facility is compatible with ski resort development. No land subject to development constraints is being considered with this request.

Criterion F: Consistency with public health, safety and welfare, as well as efficiency and economy in the use of land and its resources

The request to add commercial as a permitted use to Parcel 30 is consistent with this criterion. The exclusion of paid parking at the Alpine Lot and PUD requirement that the number of day use parking spaces will be maintained with this proposal ensure that this request is consistent with public health, safety, and welfare, as well as the efficiency and use of the land.

All applicable permits and reviews from the Summit County Building, Environmental Health, and Engineering Departments, as well as Summit Fire and EMS will be required as part of the construction process.

Criterion G: The proposed PUD modification amendment is not substantial and conforms to the intent and integrity of the original PUD and the PUD modification has been determined to be a minor amendment in accordance with Section 12202.04.

Section 12202.04 of the Code is excerpted below:

A proposed amendment is considered minor if it meets the following criteria for decision:

- A. The PUD modification is not substantial and maintains the intent and integrity of the original PUD.
- B. The PUD modification does not increase in the total number of units or floor area.

- C. No new uses are requested, except for converting one (1) type of permitted use to another similar type of permitted use, and
- D. There is no significant decrease in the amount of open space.

All other amendments are considered major modifications to a PUD.

The proposal is in conformance with the above criteria to be deemed a minor amendment. The proposal is not substantial, and preserves the integrity of the original PUD. No additional units are proposed nor are new uses requested, the request will simply add an already allowed use within the PUD to this specific parcel. There is no decrease in the amount of open space.

OTHER ITEMS

An additional 1,800 square feet of commercial density on Parcel 16 is being documented with this PUD Amendment. This administrative change was made in 2016 following the discovery of an additional, and previously unaccounted, 1,800 square feet of commercial at Copper Junction. This correction was made to Table 1 of the PUD and in the appendices following the last PUD Amendment in 2019 but was missed in the paragraph copied below and will be corrected with this amendment.

2.1 PERMITTED/CONDITIONAL/ACCESSORY AND TEMPORARY USES AND DENSITY

- A. There shall be no more than 2,151 Equivalent Units, ~~203,934~~205,731 square feet of Commercial space and 51,000 square feet of Cafeteria space permitted within the Property. Residential dwelling units (other than Employee Housing Units), Hotel/Lodge, Hotel/Condo, Lock-off Units, Commercial space and Cafeteria space are the only land uses within the Property to which density limitations are applied; provided, however, that on certain Development Parcels, a maximum number of Employee Housing and Affordable Housing Units has been established as set forth in Table 1 below.

STAFF RECOMMENDATION

Staff recommends that the Board approve PLN19-145, a minor amendment to the Copper Mountain PUD to add Commercial as an allowed use to Parcel 30 (Alpine Lot) and transfer 1,000 square feet of commercial density from Parcel 29 (East Lake Housing) to Parcel 30 to facilitate a new transportation center with a small commercial component, with the following findings and no conditions.

Findings:

1. The proposal is consistent with the efficient development and preservation of the entire PUD, this modification will permit commercial sales at an appropriate location, Parcel 30, and remove commercial density from Parcel 29 where it is no longer appropriate.
2. This PUD Amendment has no negative impact on the adjacent land and will serve to further the public interest by providing convenient food options to the resort public.
3. The resort public will benefit from this amendment as it is not granted to solely benefit one person or entity.
4. The proposal is in conformance with the applicable goals, policies/actions in the Countywide Comprehensive, Ten Mile Master Plan, and Copper Mountain Subbasin Plans related to commercial uses and public transportation.
5. This PUD Amendment is consistent with the purpose and intent of the County's zoning policies as adding commercial to Parcel 30 is an appropriate use on this site.
6. This request is consistent with public health, safety, and welfare as it will improve internal transit at the resort.

7. This request is minor in nature, an already existing use within the PUD is being added to the list of permitted uses on Parcel 30; no reduction in open space is occurring and no new uses for the entire PUD are proposed.

RESOLUTION NO. 2020-__

**BOARD OF COUNTY COMMISSIONERS
OF THE
COUNTY OF SUMMIT
STATE OF COLORADO**

A RESOLUTION APPROVING PLANNING CASE #PLN19-145, A MINOR AMENDMENT TO THE COPPER MOUNTAIN PUD TO ADD COMMERCIAL AS AN ALLOWED USE TO PARCEL 30 (ALPINE LOT) AND TRANSFER 1,000 SQUARE FEET OF COMMERCIAL FROM PARCEL 29 (EAST LAKE HOUSING) TO PARCEL 30 TO FACILITATE A NEW TRANSPORTATION CENTER WITH A SMALL COMMERCIAL COMPONENT (Graeme, Bilenduke, Powder-Copper) and

WHEREAS, Graeme Bilenduke has applied to the Board of County Commissioners for a Minor PUD Amendment to the Copper Mountain PUD; and

WHEREAS, the Planning Department has reviewed the application and recommended that it be approved; and

WHEREAS, the Board of County Commissioners has held a public hearing, with public notice as required by law, on January 28, 2020, and has considered all relevant testimony and evidence; and

WHEREAS, the Board of County Commissioners finds as follows:

1. The proposal is consistent with the efficient development and preservation of the entire PUD, this modification will permit commercial sales at an appropriate location, Parcel 30, and remove commercial density from Parcel 29 where it is no longer appropriate.
2. This PUD Amendment has no negative impact on the adjacent land and will serve to further the public interest by providing convenient food options to the resort public.
3. The resort public will benefit from this amendment as it is not granted to solely benefit one person or entity.
4. The proposal is in conformance with the applicable goals, policies/actions in the Countywide Comprehensive, Ten Mile Master Plan, and Copper Mountain Subbasin Plans related to commercial uses and public transportation.
5. This PUD Amendment is consistent with the purpose and intent of the County's zoning policies as adding commercial to Parcel 30 is an appropriate use on this site.
6. This request is consistent with public health, safety, and welfare as it will improve internal transit at the resort.
7. This request is minor in nature, an already existing use within the PUD is being added to the list of permitted uses on Parcel 30; no reduction in open space is occurring and no new uses for the entire PUD are proposed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SUMMIT, STATE OF COLORADO, THAT a minor amendment to the Copper Mountain PUD to add Commercial as an allowed use to Parcel 30 (Alpine Lot) and transfer 1,000 square feet of commercial density from Parcel 29 (East Lake Housing) to Parcel 30 to facilitate a new transportation center with a small commercial component, is hereby approved.

ADOPTED THIS 28TH DAY OF JANUARY 2020.

**COUNTY OF SUMMIT
STATE OF COLORADO
BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS**

Karn Stiegelmeier, Chair

ATTEST:

Kathleen Neel, Clerk & Recorder



PLANNING DEPARTMENT

970.668.4200
www.SummitCountyCO.gov

0037 Peak One Dr. PO Box 5660
Frisco, CO 80443

STAFF MEMORANDUM

Date: Meeting of January 28, 2020

To: Board of County Commissioners

From: Dan Osborn, Senior Planner

Subject: PLN18-035; Tiger Run RV Resort Park Subdivision, and PLN18-037; Tiger Run Resort Major PUD Modification Continuance Request

Project: PLN18-035; a Class 6 General Subdivision Exemption for a lot line vacation to incorporate a portion of parcel A-1 (0.08 of an acre) from the Swan's Nest Sub into a new 2.072 acre parcel known as the Tiger Run Resort Administration Building Tract, also known as Tract J.

PLN18-037; The purpose of the Tiger Run RV Resort Major PUD Amendment is to clarify requirements of the PUD and incorporate recent lawsuit settlement agreements related to the Whitt property.

Background:

These items were scheduled for consideration by the BOCC on January 28, 2020, however due to an unforeseen issue with the format for the public notice, the mailing sent by the applicant to the United States Postal Service was rejected. All of the mailed public notices were returned and marked undelivered. Therefore adequate public notice has not been given as required by Code.

Because of the interrelated nature of the applications, staff is recommending, and the applicant agrees, that the BOCC open and continue both public hearings to the February 11, 2020, meeting in order for the applicant to have sufficient time to properly send the mailed public notice.

Recommendation:

Continue these public hearing items to the February 11, 2020, meeting.



COUNTY MANAGER'S OFFICE

970.453.3402 ph | 970.453.3535 f 208 East Lincoln Ave. | PO
Box 68

STAFF REPORT

TO: Board of County Commissioners of Summit County

FROM: Scott Vargo, County Manager
Jeffrey L. Huntley, County Attorney

DATE: January 28, 2020

SUBJECT: Consideration of a Resolution amending the method of appointing the membership of Summit County Housing Authority Commissioners (SHA) and appointing the Board of County Commissioners as Ex Officio Commissioners of the Authority

BACKGROUND

Attached for your review is a proposed Resolution amending the method of appointing the membership of SHA and amending the membership of the Authority in order to reappoint the Board of County Commissioners as the ex officio commissioners of the Authority. Please authorize the execution of the Resolution.

RESOLUTION NO. 2020 - _____

**BOARD OF COUNTY COMMISSIONERS
OF THE
COUNTY OF SUMMIT
STATE OF COLORADO**

**A RESOLUTION AMENDING THE METHOD OF APPOINTING THE MEMBERSHIP OF
SUMMIT COUNTY HOUSING AUTHORITY COMMISSIONERS, APPOINTING THE BOARD
OF COUNTY COMMISSIONERS AS EX OFFICIO COMMISSIONERS OF THE AUTHORITY**

WHEREAS, the Board of County Commissioners previously adopted Resolution No.79-90 and created a housing authority for Summit County and appointed the Board of County Commissioners as the ex officio commissioners of the Summit County Housing Authority (“Authority”); and

WHEREAS, the Board of County Commissioners subsequently amended Resolution 79-90 in order to establish a new method of appointing commissioners to govern the Authority and to appoint new members of the Authority; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF THE COUNTY OF SUMMIT, STATE OF COLORADO THAT**

1. The Board of County Commissioners hereby amends the method of appointing the membership of the Authority and reinstates the Board of County Commissioners as the ex officio commissioners of the Authority. The terms of office of such Authority commissioners shall be coterminous with their term of office on the Board of County Commissioners. The Chair of the Authority shall be the Chair of the Board of County Commissioners
2. The Clerk of the Board of County Commissioners is hereby directed and authorized to file in the office of the Clerk and Recorder of Summit County and the Division of Local Government in the Department of Local Affairs, State of Colorado, any necessary certificates evidencing the designation of the commissioners of the Authority.
3. This Resolution shall take effect immediately upon its adoption and shall amend and supersede all prior Resolutions pertaining to the Authority. Except as herein amended, all prior Resolutions pertaining to the Authority shall continue in full force and effect. To the extent the provisions of this Resolution are the same in substance to the provisions of prior they shall be deemed to be continuations thereof and not new enactments.

ADOPTED THIS 28TH DAY OF JANUARY 2020.

**COUNTY OF SUMMIT
STATE OF COLORADO
BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS**

ATTEST:

By: _____
Karn Stiegelmeier, Chair

Kathleen Neel, Clerk & Recorder

Ad #: 0000538282-01

Customer: SUMMIT CTY BOCC/COUNTY ATTY/PUB INF

Your account number is: 1004856

**PROOF OF PUBLICATION
SUMMIT COUNTY JOURNAL
STATE OF COLORADO
COUNTY OF SUMMIT**

NOTICE is hereby given that on January 28, 2020, at 1:30 p.m., or as soon thereafter as the matter can be heard, a public hearing agenda item will be considered by the Board of County Commissioners of Summit County, Colorado (BOCC) in the County Commissioners Hearing Room located at 208 Lincoln Ave, Breckenridge, Colorado, with respect to a proposed change in the appointment of commissioners to the Summit County Housing Authority (SHA). The proposed change would provide that the members of the BOCC shall serve as the ex officio commissioners of the SHA, effective immediately.
Published in the Summit County Journal on January 17, 2020. 0000538282

I, Meg Boyer, do solemnly swear that I am Publisher of the SUMMIT COUNTY JOURNAL, that the same weekly newspaper printed, in whole or in part and published in the County of Summit, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Summit for a period of more than fifty-two consecutive weeks next prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as a periodical under the provisions of the Act of March 3, 1879, or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

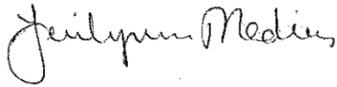
That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of 1 insertion; and that the first publication of said notice was in the issue of said newspaper dated 1/17/2020 and that the last publication of said notice was dated 1/17/2020 in the issue of said newspaper.

In witness whereof, I have here unto set my hand this day, 1/20/2020.



Meg Boyer, Publisher

Subscribed and sworn to before me, a notary public in and for the County of Summit, State of Colorado this day 1/20/2020.



Jerilynn Medina, Notary Public

My Commission Expires: August 3, 2020

