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## AGENDA

### **SAN MIGUEL REGIONAL HOUSING AUTHORITY REGULAR MEETING**

**Monday, May 16, 2022 @ 1:00 PM**

**Via Zoom**

**ID# 484.178.1222 PW: Board**

#### **I. CALL TO ORDER**

#### **II. PUBLIC DISCUSSION**

No more than five minutes per person

#### **III. REVIEW OF AGENDA**

#### **IV. APPROVAL OF MINUTES**

April 18, 2022

#### **V. ACTION ITEMS**

- A. Independent Contractor Status
- B. Consideration of an Exception Request from Sarah and Andrew Milder for an exception to the Aldasaro Ranch Subdivision Amended and Restated Deed Restriction and Covenant Section 2.1.1 (b) and (c) of the Current Local Employee Standard

#### **VI. OTHER BUSINESS**

Pinion Park Lottery

#### **VII. EXECUTIVE SESSION**

For Discussion of a Personnel Matter Under C.R.S. Section 24-6-402(4)(F)(II) and Not Involving: Any Specific Employees Who Have Requested Discussion of the Matter in Open Session; or Personnel Policies That Do Not Require the Discussion of Matters Personal to Particular Employees.

#### **VIII. ADJOURN**

**Next Scheduled Meeting**

**June 6, 2022**

**1:00 PM**

This agenda is subject to change including the addition of items or the deletion of items at any time. The lengths of discussions may be shorter or longer, at the Board's discretion. If you are planning to come speak to a matter, let the Executive Director know by calling 728-3034, ext. 3.



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**MEETING MINUTES  
SAN MIGUEL REGIONAL HOUSING AUTHORITY  
REGULAR MEETING  
MONDAY, APRIL 18, 2022 @ 1:00 PM**

**Zoom Attendance:**

**The following SMRHA Board members were present:**

Mike Bordogna, San Miguel County Manager  
Adrienne Christy, Telluride Town Council Member  
Scott Robson, Telluride Town Manager  
Pamela Shifrin, At Large Board Member

**The following were absent:**

Lance Waring, San Miguel County Commissioner

**The following were also in attendance:**

James Van Hooser, San Miguel County Assistant County Manager  
Delanie Young, Town of Telluride Mayor

**I. CALL TO ORDER**

The regular meeting of the San Miguel Regional Housing Authority (SMRHA) Board was called to order by Mike Bordogna on Monday, April 18, 2022 at 1:12 p.m. via Zoom.

**II. PUBLIC DISCUSSION**

No public comment was received.

**III. REVIEW OF AGENDA**

**IV. APPROVAL OF MINUTES**

- A. Approval of draft meeting minutes from March 21, 2022.
- B. Approval of draft meeting minutes from March 30, 2022.

Upon **MOTION** by Adrienne Christy and seconded by Pamela Shifrin, the minutes of March 21, 2022 and March 30, 2022 were unanimously approved.

**V. ACTION ITEMS**

- A. Consideration of a proposal from DeLanie Young to provide consulting services to train new SMRHA staff.

Mike Bordogna, San Miguel County Manager, will negotiate on behalf of the board with Delanie Young in regards to consulting services as presented in the proposal submitted for transition and training of new staff.

**VI. OLD BUSINESS**

- A. SMRHA staffing discussion

Corenna Howard and Courtney McEleney are currently providing coverage for the organization on a part-time basis. The board provided direction to advertise for the position of SMRHA Manager with both local and industry-related recruiting publications.

**VII. ADJOURN**

There being no further business, the SMRHA Board adjourned the meeting at 2:03 p.m.

**Reminder:**

The next regular SMRHA Board meeting will take place on Monday, May 16, 2022 at 1:00 p.m. via Zoom.

Respectfully Submitted,

Pamela Shifrin

## IRS 20 Factor Test – Independent Contractor or Employee?

The IRS test often is termed the “right-to-control test” because each factor is designed to evaluate who controls how work is performed. Under IRS rules and common-law doctrine, independent contractors control the manner and means by which contracted services, products, or results are achieved. The more control a company exercises over how, when, where, and by whom work is performed, the more likely the workers are employees, not independent contractors.

A worker does not have to meet all 20 criteria to qualify as an employee or independent contractor, and no single factor is decisive in determining a worker's status. The individual circumstances of each case determine the weight IRS assigns different factors.

NOTE: Employers uncertain about how to classify a worker can request an IRS determination by filing Form SS-8, “Determination of Employee Work Status for Purposes of Federal Employment Taxes and Income Tax Withholding.” However, some tax specialists caution that IRS usually classifies workers as employees whenever their status is not clear-cut. In addition, employers that request an IRS determination lose certain protections against liability for misclassification.

The 20 factors used to evaluate right to control and the validity of independent contractor classifications include:

- **Level of instruction.** If the company directs when, where, and how work is done, this control indicates a possible employment relationship.
- **Amount of training.** Requesting workers to undergo company-provided training suggests an employment relationship since the company is directing the methods by which work is accomplished.
- **Degree of business integration.** Workers whose services are integrated into business operations or significantly affect business success are likely to be considered employees.
- **Extent of personal services.** Companies that insist on a particular person performing the work assert a degree of control that suggests an employment relationship. In contrast, independent contractors typically are free to assign work to anyone.
- **Control of assistants.** If a company hires, supervises, and pays a worker's assistants, this control indicates a possible employment relationship. If the worker retains control over hiring, supervising, and paying helpers, this arrangement suggests an independent contractor relationship.
- **Continuity of relationship.** A continuous relationship between a company and a worker indicates a possible employment relationship. However, an independent

contractor arrangement can involve an ongoing relationship for multiple, sequential projects.

- **Flexibility of schedule.** People whose hours or days of work are dictated by a company are apt to qualify as its employees.

- **Demands for full-time work.** Full-time work gives a company control over most of a person's time, which supports a finding of an employment relationship.

- **Need for on-site services.** Requiring someone to work on company premises—particularly if the work can be performed elsewhere—indicates a possible employment relationship.

- **Sequence of work.** If a company requires work to be performed in specific order or sequence, this control suggests an employment relationship.

- **Requirements for reports.** If a worker regularly must provide written or oral reports on the status of a project, this arrangement indicates a possible employment relationship.

- **Method of payment.** Hourly, weekly, or monthly pay schedules are characteristic of employment relationships, unless the payments simply are a convenient way of distributing a lump-sum fee. Payment on commission or project completion is more characteristic of independent contractor relationships.

- **Payment of business or travel expenses.** Independent contractors typically bear the cost of travel or business expenses, and most contractors set their fees high enough to cover these costs. Direct reimbursement of travel and other business costs by a company suggests an employment relationship.

- **Provision of tools and materials.** Workers who perform most of their work using company-provided equipment, tools, and materials are more likely to be considered employees. Work largely done using independently obtained supplies or tools supports an independent contractor finding.

- **Investment in facilities.** Independent contractors typically invest in and maintain their own work facilities. In contrast, most employees rely on their employer to provide work facilities.

- **Realization of profit or loss.** Workers who receive predetermined earnings and have little chance to realize significant profit or loss through their work generally are employees.

- **Work for multiple companies.** People who simultaneously provide services for several unrelated companies are likely to qualify as independent contractors.

- **Availability to public.** If a worker regularly makes services available to the general public, this supports an independent contractor determination.
- **Control over discharge.** A company's unilateral right to discharge a worker suggests an employment relationship. In contrast, a company's ability to terminate independent contractor relationships generally depends on contract terms.
- **Right of termination.** Most employees unilaterally can terminate their work for a company without liability. Independent contractors cannot terminate services without liability, except as allowed under their contracts.

### **Are Independent Contractors Employees?**

Because FLSA applies only to employer-employee relationships, independent contractors are not covered. Court decisions interpreting FLSA coverage rules require that employers use an economic reality test in determining whether an employment relationship exists with respect to a given worker.

Similar to the common law test, the economic reality test focuses on the degree of control exercised by the employer as an essential factor in determining whether an employer-employee relationship exists. While no single factor is controlling or decisive in determining whether an employment relationship exists, the facts and circumstances that courts and federal enforcement officials examine in deciding whether an individual is an employee or an independent contractor are:

- the degree to which the employer controls or directs the manner in which work is performed,
- whether the worker's opportunity for profit or loss depends on his or her managerial skills,
- whether the worker's duties are performed for the employer on an ongoing or permanent basis,
- whether the service performed by the worker is an integral part of the employer's business,
- the extent of the worker's investment in equipment or materials needed to perform the job, and
- the degree to which the worker is engaged primarily for the benefit of the employer.

The IRS considers a worker to be your employee if you have the right to control not only what work will be done, but also how the worker will do it. If you treat a worker as an independent contractor, but the IRS decides you have sufficient control over the worker

to create an employment relationship, the IRS can hit you with a costly bill for the employment taxes you should have been withholding and paying.

When deciding whether you can safely treat a worker as an independent contractor, there are two separate tests you should consider:

The common law test; and  
The reasonable basis test.

The common law test: IRS examiners use the 20-factor common law test to measure how much control you have over the worker. These factors are reflected on IRS Form SS-8, (this form can be downloaded at [www.irs.gov](http://www.irs.gov))“Determination of Employee Work Status for Purposes of Federal Employment Taxes and Income Tax Withholding.”

You can fill out the SS-8, including the facts of your relationship with the worker, and submit it to the IRS to get a determination of whether the worker is your employee or not. However, many companies simply use the SS-8 as a self-audit to avoid a misclassification trap; they don't actually submit the form to the IRS.

Of course, many workers — the IRS estimates as many as 85% of all Form SS-8 filers — submit the form to the IRS because they want to contest their treatment as independent contractors.

But the issue of who has the right to control is often not clear-cut, and the Tax Code doesn't define “employee.” So, the IRS developed the “20-Factor Test” to arrive at an answer. The IRS later refined this test—it added four new, critical factors and added more weight to some and de-emphasized others in the original 20. You don't need to have all the factors in your favor to be able to treat a worker as an independent, but you are more likely to pass the common law test if the more important factors point to independence.

According to the manual the IRS uses to train its worker classification auditors, the three most important factors are:

**Instructions to workers:** Your worker is probably an employee if you require him or her to follow instructions on when, where, and how work is to be done. This is a very important factor. However, if you tell your electrician you want blue switch plate covers instead of white, you are not exercising control to a degree that would make the person an employee.

**Job training:** If your company provides or arranges for training of any kind for the worker, this is a sign you expect work to be performed in a certain way; therefore, the worker is your employee. Training can be as informal as requiring the worker to attend meetings or work along with someone who's more experienced.

**Worker's ability to make a profit or suffer a loss:** An employee may be rewarded, disciplined, demoted, or fired depending on job performance, but only an independent contractor can realize a profit or incur a financial loss from his or her work. In other words, an employee will always get paid; an independent contractor, however, has a financial stake in his enterprise.

IRS also gives high priority to the following factors:

**W-2 or 1099:** You report payments to independents (if they total \$600 or more in a calendar year) on Form 1099-MISC. Reporting on a Form W-2 indicates that both your company and the worker consider the worker to be your employee.

**Intent of your company and of the worker:** To build a solid case, you and the worker should sign a written agreement stating the worker is an independent contractor who will be paid by the job or project, provide his or her own tools, etc.

**Pay basis:** If you pay a worker on an hourly, weekly, or monthly basis, the IRS will consider it a sign the worker is your employee. An independent is generally paid by the job, project, assignment, etc., or receives a commission or similar fee.

**Benefits:** Providing benefits other than pay are a strong indicator of employee status. Incorporated status: Workers who are incorporated are generally considered to be working for themselves, not as your employee.

**Importance of the worker's services:** If a worker provides services that are integral to the success of your business, the worker is likely your employee.

**Personal performance of services:** An independent contractor should have the freedom to hire assistants or subcontract work to other workers or firms at his or her expense (this is where profit or loss could enter the picture). If you require the worker to perform the work personally, that's a sign of control and therefore indicative of employee status. Providing assistants: There's likely an employer-employee relationship if your company hires, supervises, and pays assistants for the worker.

**Ongoing relationship:** The worker doesn't have to work for you continuously to be considered an employee; it may be enough if the worker gets assignments at frequently recurring, even if irregular, intervals.

**Setting the order or the sequence of the work:** If you determine what gets done when, it indicates you control how the work is performed. Allow an independent to decide his or her schedule, both day-to-day and for the longer term.

**The reasonable basis test:** While the common law test looks at the nature of the working relationship, the reasonable basis test is based on how the courts and the IRS have classified similar workers in your company or your industry in the past.



## **Independent Contractor Agreement**

This Agreement is made between **San Miguel Regional Housing Authority** ("SMRHA") with a mailing address of PO Box 840, Telluride, CO 81435 and Contractor, with a mailing address of \_\_\_\_\_, Telluride, CO 81435.

### **1. Services to Be Performed**

Contractor agrees to perform general administrative duties as mutually agreed upon with SMRHA staff.

### **2. Payment**

In consideration for the services to be performed by Contractor, SMRHA agrees to pay Contractor at the rate of **\$30.00 per hour**. Contractor shall be paid within a reasonable time after Contractor submits an invoice to SMRHA. The invoice should include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed.

### **3. Expenses**

SMRHA shall reimburse Contractor for expenses that are attributable directly to work performed under this Agreement. Contractor shall include itemized expenses in Contractor's invoice for payment of services.

### **4. Independent Contractor Status**

Contractor is an independent contractor, and Contractor shall not be deemed SMRHA's employee. In her capacity as an independent contractor, Contractor agrees and represents, and SMRHA agrees, as follows

- a. Contractor has the right to perform services for others during the term of this Agreement.
- b. Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Contractor shall select the routes taken, starting and quitting times, days of work, and order the work is performed.
- c. Contractor shall not receive any training from SMRHA in the professional skills necessary to perform the services required by this Agreement.

### **5. Business Licenses, Permits, and Certificates**

Contractor represents and warrants that Contractor will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

### **6. State and Federal Taxes**

SMRHA will not:

- a. withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf

- b. make state or federal unemployment compensation contributions on Contractor's behalf, or
- c. withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement, including all applicable income taxes and self-employment (Social Security) taxes.

**7. Fringe Benefits**

Contractor understands that she is not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of SMRHA.

**8. Unemployment Compensation**

SMRHA shall make no state or federal unemployment compensation payments on behalf of Contractor. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

**9. Workers' Compensation**

SMRHA shall not obtain workers' compensation insurance on behalf of Contractor.

**10. Insurance**

SMRHA shall not provide insurance coverage of any kind for Contractor.

**11. Indemnification**

Contractor shall indemnify and hold SMRHA harmless from any loss or liability arising from performing services under this Agreement.

**12. Term of Agreement**

This agreement will become effective when signed by both parties and will terminate on the earlier of **September 30, 2022** or as provided in paragraph 13. Contractor's hours shall not exceed 16 hours per week without written consent by SMRHA.

**13. Terminating the Agreement**

With reasonable cause, either SMRHA or Contractor may terminate this Agreement, effective immediately upon giving written notice. Reasonable cause includes a material violation of this Agreement, or any act exposing the other party to liability to others for personal injury or property damage. Either party may terminate this Agreement at any time by giving **15 days'** written notice to the other party of the intent to terminate.

**14. Exclusive Agreement**

This is the entire Agreement between Contractor and SMRHA.

**15. Modifying the Agreement**

This Agreement may be modified only by a writing signed by both parties.

## **16. Resolving Disputes**

If a dispute arises under this Agreement, any party may take the matter to Colorado state court, jurisdiction of the county of San Miguel.

## **17. Confidentiality**

Contractor acknowledges that it will be necessary for SMRHA to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm SMRHA. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of SMRHA without SMRHA's prior written permission except to the extent necessary to perform services on SMRHA's behalf.

Proprietary or confidential information includes:

- the written, printed, graphic, or electronically recorded materials furnished by SMRHA for Contractor to use;
- any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that SMRHA makes reasonable efforts to maintain the secrecy of; and
- information belonging to clients of SMRHA about whom Contractor gained knowledge as a result of Contractor's services to SMRHA.

Upon termination of Contractor's services to SMRHA, or at SMRHA's request, Contractor shall deliver to SMRHA all materials in Contractor's possession relating to SMRHA's business.

## **18. No Partnership**

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on SMRHA's behalf.

## **19. Assignment and Delegation**

Contractor may not assign or subcontract any rights or delegate any of her duties under this Agreement without SMRHA's prior written approval.

## **20. Applicable Law**

This Agreement will be governed by Colorado law, without giving effect to conflict of laws principles.

**Signatures**

SMRHA:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Contractor:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Taxpayer ID Number



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**To:** SMRHA Board  
**From:** Corenna Howard  
**Date:** May 16, 2022  
**RE:** Consideration of an Exception Request from Sarah and Andrew Milder for an exception to the Aldasaro Ranch Subdivision Amended and Restated Deed Restriction and Covenant **Section 2.1.1 (b) and (c) of the Current Local Employee Standard**

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### **Purpose**

Consider a request by Sarah and Andrew Milder for an Exception under Section 8 of the Covenant for failure to satisfy the Qualified Purchaser requirements of Section 2.1.1 (b) and (c) of the Current Local Employee Standard.

### **Background**

The Applicants are under contract to purchase 215 E. Serapio Drive in Aldasaro Ranch on July 13, 2022. The property has been on the market for 33 days at a sales price of \$2,100,000. To date, SMRHA has not received any other applications to purchase this property.

The Applicants have lived in the Telluride community for 1.5 years. During this time, neither applicant has worked within the Telluride R-1 School District. Sarah owns her business, Arundel Metrics, with one client based in Minnesota and is actively looking to grow that business in Telluride. Her work includes writing publishing reports, data analysis, spreadsheet creation, index creation, copy writing and editing. Andrew works remotely for 3M managing the dental portfolio for the oral care division. While living here, he has worked with Dr. Grady at the Telluride Center for Dentistry as well as the Tri-County Health Network to donate products for their community clinics.

The Applicants are very involved in the Telluride R-1 School District community: volunteering, coaching, and donating to numerous local organizations. The Applicants' children are also engrained in the community; attending school in the Telluride R-1 School District and taking part in several activities and clubs.

### **Discussion**

Section 2 of the Covenant limits the purchase of the property to a Qualified Purchaser and their Spouse. A Qualified Purchaser must satisfy one of the following: (1) the Current Local Employee Standard; (2) the Retired or Disabled Local Employee Standard; or (3) the Alternative Standard.

The review of the Applicants' application falls within the purview of (1) the Current Local Employee Standard.

Upon review of the Applicants application to purchase and supporting documentation, it was determined that the Applicants **do not meet the requirements** set forth in **§2.1.1 (b) and (c)** of the Current Local Employee Standard:

### **2.1.1. Current Local Employee Standard**

The Ownership Applicant

**(a)** has maintained his or her Primary Residence within the Four County Region for at least eight of the twelve months immediately preceding the date that the Administrator receives the Ownership Applicant's Purchase Application;

**(b)** has earned Qualifying Income for at least 1032 hours of the twelve months immediately preceding the date that the Administrator receives his or her Purchase Application, and is currently earning Qualifying Income;

**(c)** for the particular eight to twelve months that establish the Ownership Applicant's residency under Section 2.1.1(a) above, the Ownership Applicant's Household Non-Qualifying Income calculated during that period does not exceed the Ownership Applicant's Household Qualifying Income.

### **Section 11. Definitions**

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

**11.28 Non-Qualifying Income.** All income that is not Qualifying Income.

Pursuant to **Section 8** an Ownership Applicant who does not meet one or more of the requirements for approval as a Qualified Purchaser may apply for an exception to any such requirement. The SMRHA Board may grant the Applicants an exception if it determines that the Applicants have established compelling circumstances, not including financial hardship, justifying the requested exception; and that granting the requested exception is consistent with the purpose and intent of this Covenant which is to help preserve a sufficient supply of Deed Restricted Property to meet the needs of locally employed residents of the Telluride R-1 School District while allowing customary free-market (unrestricted) practices to influence the sale and rental of Deed Restricted Property as much as possible (Recital A). Compelling circumstances are not defined in the Covenant.

### **Section 8. Exception**

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

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

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

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

**Motions to Consider:**

**Deny**

\_\_\_\_\_ Move to deny the request for an Exception to the Covenant Section **2.1.1 (b) and (c) Current Local Employee Standard** based on a finding that there are no compelling circumstances for an Exception.

**OR**

**Approve**

\_\_\_\_\_ Move to approve an Exception to Section **2.1.1 (b) and (c) of the Current Local Employee Standard** based on a finding that there are compelling circumstances and that granting the requested exception is consistent with the purpose and intent of this Covenant whereby granting Applicants permission to purchase 215 E. Serapio Drive under the following conditions:

\_\_\_\_\_ Applicant shall enter into an Exception Agreement prepared by the County Attorney

\_\_\_\_\_ The Exception shall terminate upon the sale of 215 E. Serapio Drive

\_\_\_\_\_ Other:

\_\_\_\_\_  
\_\_\_\_\_



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## Application for Exception to San Miguel County Amended and Restated Deed Restriction and Covenant

1. Submit payment of \$350, the County's One-Step Review Fee (*payable to SMRHA*).
2. All parties sign and date the Affidavit.
3. Submit application and fee to SMRHA at least 7 weeks prior to closing.

Name(s) of applicant(s): Sarah and Andrew Milder Phone no. [REDACTED]  
Address: [REDACTED] [REDACTED] [REDACTED]  
Email address: [REDACTED] [REDACTED]

**Other Residential Property Ownership:** If applicable, please list residential property that you *currently own* in San Miguel, Ouray, Dolores or Montrose counties (attach deed(s) containing legal description):  
none

The property currently owned is: Deed Restricted \_\_\_\_\_ Free Market \_\_\_\_\_  
Improved \_\_\_\_\_ Unimproved \_\_\_\_\_

List the residential property that you are under contract to purchase and the closing date (attach legal description): 215 E Serapio Drive

The property to be purchased is: Deed Restricted  Free Market \_\_\_\_\_  
Improved \_\_\_\_\_ Unimproved \_\_\_\_\_



## AFFIDAVIT

I (We), Sarah and Andrew Milder, hereby declare, under penalty of perjury, that the following is a true statement:

1. Explain circumstances warranting an exception to the requirement(s) per Section 8.  
Exceptions:

We are seeking an exception to Current Local Employee Standard 2.1.1. We qualify under 2.1.1 (a), but not 2.1.1 (b) or 2.1.1 (c) as we are not employed in the Telluride R-1 School District, however we live and work here. Respectfully, since the beginning of the COVID-19 pandemic, the nature of work has changed. We feel an exemption is warranted per the intentions in 8.3.1. Stable Resident Population as we are stable residents with strong community involvement and we bring a different socioeconomic mix to the area. We are Colorado residents, file Colorado state tax returns, are registered to vote in Telluride and our vehicle is registered here.

Andrew, our two children, dog Barley and I arrived in Telluride in October 2020. Andrew graduated from Fort Lewis College in Durango and always wanted to return to the San Juans. We fell in love with Telluride when we arrived and decided we needed to make it our forever home. There is nothing like the sense of community here, knowing that people look out for each other and each other's children. It's remarkable how quickly we felt welcome. We also knew that we could make a positive impact in the community and have contributed our time and money to a number of causes. We have now integrated ourselves and our children into the community and can't imagine living anywhere else. Like many people who live here, we have struggled to find long-term housing. Since October 2020, we have had seven leases. We do not have housing starting 7/1/22.

I own my own business, Arundel Metrics, and work from Telluride. I currently have one client based in Minnesota but I am actively looking to grow my business in Telluride. My work includes writing and publishing reports, data analysis, spreadsheet creation, index creation, copy writing and copy editing. My background is in public health, but my services can be applied to many fields. I have filed for a Telluride business license.

My husband, Andrew, works from Telluride for 3M company managing the dental portfolio in the oral care division. While living here, he has worked with Dr. Grady at the Telluride Center for Dentistry as well as with the Tri-County Health Network to donate products for their community clinics.

2. Provide an approximate timeframe for your request: We are scheduled to close on 7/13/22 and need a decision from SMRHA by 5/18/22.

## Section 8. Exceptions

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

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

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

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

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

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

3. Describe the nature and extent of community commitments and involvements:

Andrew and I are very involved in the Telluride R-1 School District community. Last school year we were regular Telluride Education Foundation volunteers for Telluride Middle High School, where we conducted health checks and monitored breaks as outdoor supervisors. We both volunteer for Telluride Ski Snowboard Club (TSSC). In 2021, we donated to the Telluride Humane Society, the Telluride Education Foundation, KOTO and Telluride Arts. This year we have made financial contributions to the Telluride Adaptive Sports Program (TASP) and KOTO.

This year I have volunteered for various tasks at Telluride Elementary School (TES), the Sheridan Opera House, the 2022 KOTO street dance and the TASP Blue Party.

Andrew is currently coaching the Telluride U-10 boys soccer and he coached last fall. He provides regular support to locals with various needs such as assisting a VCA resident with her grocery and pharmacy needs in his role as a Tri-County Health Network Palliative volunteer. In addition, this year he has started volunteering as a business mentor through the Telluride Venture Network (TVN). With the goal of helping TVN diversify and advance our local economy, Andrew is currently mentoring two small businesses, advancing their business strategy and marketing efforts.

As mentioned earlier, our children are fully integrated into the community through school, activities and friendships. Our son, Finn (9), is in third grade at Telluride Intermediate School and our daughter, Svea (6), is in first grade at TES. They both play soccer and take art and cooking classes at Ah Haa. Finn is also in TSSC and chess club. Svea participates in gymnastics, ballet, D-squad, Young People's Theater and skateboards at The Drop. Both kids love living here and can't imagine living somewhere else.

Thank you for considering this exception. We found a great home in a great family-oriented neighborhood. We hope that we can find stable housing so we can continue to grow as local community members.

Signature: Spahn Muller Date: 5-5-22  
Signature: [Handwritten Signature] Date: 5-5-22



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**San Miguel Regional Housing Authority  
Board Meetings  
2022**

**1:00 P.M.**

**Via Zoom ID# 484.178.1222 PW: Board**

January 24, 2022

February 7, 2022

March 7, 2022

March 21, 2022 – Special Mtg

March 30, 2022 – Special Mtg

April 18 2022

May 16, 2022

June 6, 2022

June 28, 2022

August 1, 2022

August 30, 2022

October 3, 2022

November 7, 2022

December 5, 2022

The Meeting Dates and Times are subject to change as are the Agendas, including the addition of items or the deletion of items at any time. If you are planning to come speak to a specific matter, let the SMRHA Executive Director know by calling 728-3034, ext. 3.

Packet materials are available from the San Miguel Regional Housing Authority by contacting the Executive Director and in the SMRHA Office no later than 24 hours prior to the meeting.