



**TOWN OF
TELLURIDE**
EST.1878



EMPLOYEE RENTAL HOUSING POLICIES

ADOPTED NOVEMBER 19, 2024



TABLE OF CONTENTS

DEFINITIONS	i
Part 1 COMMON POLICIES	1
<i>Section 101 PURPOSE AND APPLICABILITY</i>	<i>1</i>
<i>Section 102 GENERAL EMPLOYEE RENTAL HOUSING PROGRAM GOALS</i>	<i>1</i>
<i>Section 103 HOUSEHOLD QUALIFICATION</i>	<i>2</i>
<i>Section 104 APPLICATION PROCEDURES</i>	<i>6</i>
<i>Section 105 WAITLIST MANAGEMENT</i>	<i>7</i>
<i>Section 106 LEASING PROCEDURES</i>	<i>8</i>
<i>Section 107 LOTTERY PROCEDURES</i>	<i>11</i>
<i>Section 108 EXCEPTIONS, REVIEWS, APPEALS AND GRIEVANCES</i>	<i>13</i>
Part 2 SHANDOKA APARTMENTS	18
<i>Section 201 PROPERTY HISTORY, OWNERSHIP, AND MANAGEMENT</i>	<i>18</i>
<i>Section 202 HOUSEHOLD QUALIFICATION STANDARDS</i>	<i>18</i>
<i>Section 203 UTILITIES</i>	<i>19</i>
<i>Section 204 PETS</i>	<i>19</i>
<i>Section 205 PARKING</i>	<i>19</i>
<i>Section 206 RULES AND REGULATIONS</i>	<i>20</i>
<i>Section 207 RESERVED UNITS</i>	<i>20</i>
Part 3 RESERVED	20
Part 4 RESERVED	20
Part 5 RESERVED	20
Part 6 VIRGINIA PLACER APARTMENTS AND TINY HOMES	21
<i>Section 601 PROPERTY HISTORY, OWNERSHIP, AND MANAGEMENT</i>	<i>21</i>
<i>Section 602 HOUSEHOLD QUALIFICATION STANDARDS</i>	<i>21</i>
<i>Section 603 UTILITIES</i>	<i>22</i>
<i>Section 604 PETS</i>	<i>22</i>
<i>Section 605 PARKING</i>	<i>22</i>
<i>Section 606 RULES AND REGULATIONS</i>	<i>23</i>
<i>Section 607 RESERVED UNITS</i>	<i>23</i>
Part 7 BOARDING HOUSE	24
<i>Section 701 PROPERTY HISTORY, OWNERSHIP, AND MANAGEMENT</i>	<i>24</i>
<i>Section 702 HOUSEHOLD QUALIFICATION STANDARDS</i>	<i>24</i>
<i>Section 703 UTILITIES</i>	<i>24</i>
<i>Section 704 PETS</i>	<i>25</i>
<i>Section 705 PARKING</i>	<i>25</i>
<i>Section 706 RULES AND REGULATIONS</i>	<i>25</i>
<i>Section 707 RESERVED UNITS</i>	<i>26</i>
Part 8 SUNNYSIDE APARTMENTS AND TINY HOMES	27

Section 801	PROPERTY HISTORY, OWNERSHIP, AND MANAGEMENT	27
Section 802	HOUSEHOLD QUALIFICATION STANDARDS	27
Section 803	UTILITIES.....	28
Section 804	PETS.....	28
Section 805	PARKING.....	28
Section 806	RULES AND REGULATIONS.....	29
Section 807	RESERVED UNITS	29
Part 9	VOODOO APARTMENTS	30
Section 901	PROPERTY HISTORY, OWNERSHIP, MANAGEMENT, AND PURPOSE	30
Section 902	HOUSEHOLD QUALIFICATION STANDARDS	30
Section 903	UTILITIES.....	31
Section 904	PETS.....	31
Section 905	PARKING.....	31
Section 906	RULES AND REGULATIONS.....	31
Section 907	RESERVED UNITS	32
Part 10	GENERAL MISCELLANEOUS PROVISIONS.....	33
Section 1001	LEGISLATIVE HISTORY.....	33
Section 1002	AMENDMENTS	33
Section 1003	ADMINISTRATIVE PROCEDURES	33
Appendix A:	Qualification Matrix.....	A1
Appendix B:	Income Tiers for Rental Projects.....	B1
Appendix C:	Lottery Point System	C1
Appendix D:	Fee and Penalty Schedule.....	D1
Appendix E:	Rental Unit Inventory	E1

DEFINITIONS

Definitions of terms and phrases contained within the Telluride Employee Rental Housing Policies:

Affordable Housing Program or Housing Program – The set of regulations which apply to Affordable Housing Units as part of the Town’s overall Affordable Housing Program, including the three (3) specific programs as defined in the Guidelines and each individual Rental Project owned or otherwise managed by the Town under these Policies.

Affordable Housing Unit (AHU) – The Land Use Code defines Affordable Housing Unit as "a dwelling unit approved pursuant to Article 3 Division 7 with a restricted rent or sale price and occupancy requirements as described in the Telluride Affordable Housing Guidelines, as amended." Mitigation Unit (MU), Town Constructed Unit (TCU), and Employee Dwelling Unit (EDU) are each a type of Affordable Housing Unit subject to the Telluride Affordable Housing Guidelines, while Rental Housing Unit (RU), is a type of Affordable Housing Unit subject to these Policies, rather than the Guidelines.

Applicant – A Household or individual that has submitted the required application for Qualification as a renter, tenant, or occupant of a Rental Housing Unit either for initial occupancy or for a renewal term, for inclusion in a rental housing lottery, or for appeals or grievances under these Policies.

Area Median Income (AMI) – A statistical number based on Household size and income for residents of San Miguel County Colorado used as a basis for the Income Tier applied to a specific Rental Housing Unit. See Appendix B: Income Tiers for Rental Projects.

Assets – Anything owned which has tangible, intangible, commercial, or exchange value. Assets consist of specific property or claims against others, in contrast to obligations due others. For purposes of these Policies, Assets are real or personal property including without limitation retirement accounts, education accounts, patents and causes of action, stock in a corporation or interest in any other type of business entity, interest in the estate of a decedent, property of a person, association, corporation, or estate that is applicable or subject to the payment of debts, and funds or property held in a living trust or any similar entity or interest where the person has management rights or the ability to apply the Assets to the payment of debts. Assets are evaluated at current Fair Market Value, not accounting book value.

Gross Assets – All Assets combined.

Household Gross Assets – Combined Assets of all Household members, including children.

Household Net Assets – Household Gross Assets less Household Gross Liabilities.

Net Assets – Gross Assets minus Gross Liabilities.

Bedroom – An area designed to be used for sleeping purposes that must contain a closet, have access to a bathroom and meet applicable Town building code requirements for light, ventilation, sanitation and egress.

Commercial Property – Property which is used for any of the following uses as defined by the Land Use Code: Commercial; Industrial; Accommodations (including Hotel, Lodge, Boarding and Rooming houses, Lock-off units, and Short-term Dwelling Units); Agriculture.

Dependent – A minor child (eighteen (18) years of age or younger) or other person related by blood or adoption to a tenant of a Rental Housing Unit and declared as a Dependent for federal income tax purposes by such tenant.

Developed Residential Property – Property that contains at least one (1) dwelling unit as defined in the Land Use Code.

Disability – A disability as that term is defined in 42 USC § 12102, as may be amended. See also Mobility Disability.

Earned Income – See Income.

Essential Response Personnel – Those required to report to their designated work location to ensure the operation of essential functions during an emergency. Qualified Essential Response Personnel are employees or volunteers on call twelve (12) hours per day, a minimum of eight (8) times per month or its equivalent working for a community-based organization that provides on-scene assistance and personal care to victims. Community based organizations include without limitation the Fire Department, Mountain Rescue, Marshal's and Sheriff's Departments, Hospital Emergency Services, Emergency Medical Services, Social Services, and Emergency Dispatch.

Employee – A person who is self-employed or is working for another person and is compensated for such work on an hourly, weekly, monthly or commission basis or any combination of such compensation. See also Qualified Employee.

Gross Assets – See Assets.

Gross Income – See Income.

Gross Liabilities – See Liabilities.

Guest – A person with whom a Household shares the same living quarters who has no proprietary interest including no Leasehold Interest in the Rental Housing Unit, who does not provide financial assistance to the Household, and whose stay is limited to five (5) days or less in any given calendar month.

Guidelines – The Telluride Affordable Housing Guidelines adopted by the Telluride Housing Authority and the Town Council of the Town of Telluride as may be required, and amended from time to time, that provide definitions, standards and procedures to be applied to specific types of Affordable Housing Units and which primarily regulates deed restricted ownership properties. Mitigation Unit (MU), Town Constructed Unit (TCU), and Employee Dwelling Unit (EDU) are each a type of Affordable Housing Unit subject to the Guidelines, while Rental Housing Unit (RU), is a type of Affordable Housing Unit subject to these Policies, rather than the Guidelines.

Household – All individuals who are or will occupy a Rental Housing Unit including without limitation tenants and their dependents but excluding guests.

Household Income – See Income.

Household Gross Assets – See Assets.

Household Gross Liabilities – See Liabilities.

Household Net Assets – See Assets.

Housing Program – See Affordable Housing Program.

HUD – See United States Department of Housing and Urban Development.

Income –

Earned Income –

- i. Income derived from one's own labor or through active participation on a regular, continuous, and substantial basis in a business and including retirement funds from deferred income earned from employment, Social Security benefits, disability, alimony and child support; and
- ii. Net income derived from a business or self-employment after reasonable deductions for documented expenses, depreciation, business taxes, and similar allowances.
- iii. For Qualified Retired, retirement and/or pension income, regardless of origin, is considered earned within the Telluride R-1 School District.

Gross Income – The total of all income from whatever source before income taxes, withholdings, and pre- and post-tax deductions. Applicant representations of Gross Income are subject to verification and evaluation of reasonableness by THD.

Household Income – Combined Gross Income of all individuals in a Household.

Unearned Income – Income derived from investments, rental property, trusts, inheritance, etc. and any other passive activity.

Income Tier (Tier) – The standard of Household Income that applies to a particular Rental Housing Unit. See Appendix B.

Intent to Work– Presence Required Employment which may have not yet begun, but which will begin imminently. In determining whether Intent to Work exists for a particular Applicant, THD staff shall consider the above description together with the totality of circumstances regarding: (i) whether the Applicant has been offered or accepted work which has not yet begun but which has an approximate start date corresponding to the start date of a potential lease; or (ii) whether the Applicant can show by other means including without limitation qualified job advertisements or copies of submitted applications to employment advertisements that the Applicant is actively seeking Presence Required Employment sufficient to meet the hours requirement to be a Qualified Employee.

Land Use Code – [Chapter 18 "Land Use Code"](#) of the Telluride Municipal Code.

Lease – A contractual agreement entered into between the Town or THA as appropriate, as landlord and owner or authorized manager of a Rental Project, and all tenants, designating the tenants' right to occupy a Rental Housing Unit in exchange for monthly compensation to the Town and setting forth the terms under which such occupancy is permitted and when such occupancy may terminate or shall expire.

Liabilities – Financial obligations owed through the transfer of money, Assets, goods or services.

Gross Liabilities – The total amount owed to other persons or entities including loans, liens, mortgages, accounts payable, and other financial obligations as defined by generally accepted accounting practice.

Household Gross Liabilities – Combined Gross Liabilities of all members of a Household.

Mobility Disability – A permanent or long-term Disability which limits an individual's independent, purposeful physical movement of the body or of one or more extremities, and which requires the individual to use a wheelchair, scooter, or other similar personal mobility device for mobility.

Net Assets – See Assets.

Placement Waitlist – A waitlist maintained by THD staff consisting only of names from completed applications of a Qualified Household for prospective tenancy desiring to be housed in a Rental Housing Unit.

Policies – These Telluride Employee Rental Housing Policies or specific provisions thereof as the context requires, adopted by the Telluride Housing Authority and the Town Council of the Town of Telluride as may be required, and amended from time to time, that provide definitions, standards and procedures to be applied to Rental Housing Units (RU).

Presence Required Employment – Employment which requires an Applicant to be physically present in the Telluride R-1 School District to perform tasks or services and/or requires the person(s) benefitting from the tasks or services to be present in the Telluride R-1 School District. In determining whether Presence Required Employment exists for a particular Applicant, THD Staff or the THA Subcommittee or the THA Board, as appropriate, shall consider the above description together with the totality of circumstances regarding: (i) whether the employing business is formed under Colorado law and registered to an address in the Telluride R-1 School District; (ii) whether an employing business has a local business and sales tax license; (iii) whether sales taxes are actually collected from the employing businesses within the Telluride R-1 School District and what percentage of overall sales result in local sales tax remittance; (iv) whether the employing business has a permanent office or facility with businesses conducted daily within the Telluride R-1 School District; and (v) what size workforce the employing business maintains within the Telluride R-1 School District. Presence Required Employment specifically excludes work for remote clients, sales to remote customers, or work performed for foreign businesses that do not have a physical presence in the Telluride R-1 School District.

Primary Residence – A Household’s sole and exclusive place of residence.

Qualified Disabled – A person with a Disability who has a verifiable history of employment meeting the applicable Employment Standard requirements on a rolling twelve (12) month basis for at least five (5) of the seven (7) years immediately prior to application for Qualified Disabled. The provision of a definition for Qualified Disabled does not preclude THD Staff from considering a reasonable accommodation request by a person with a Disability seeking reasonable accommodation that is necessary for that person to have an equal opportunity to participate in or take full advantage of an Affordable Housing Program opportunity, or to use and enjoy a Rental Housing Unit, so long as the request does not fundamentally change the General Employee Rental Housing Program Goals as stated in Section 102.

Qualified Employee – An Employee who is qualified under the terms of these Policies for the purposes of Household Qualification.

Qualified Household – A Household that has been certified by THD as qualified to occupy a Rental Housing Unit according to the qualification standards of employment, income, residency, property ownership, household size, and/or Net Assets of Section 103 as well as any additional standards specific to a Rental Project.

Qualified Retired – A person sixty-five (65) years or older who has a verifiable history of employment meeting the applicable ownership or rental Employment Standard requirements for the ten (10) years immediately prior to application for Qualified Retired.

Rental Housing Unit (RU) – See Town Constructed Rental Unit.

Rental Project – The individual project constructed or otherwise financed or currently managed by the Town or THA and subject to these Policies. Examples of Rental Projects include without limitation Shandoka Apartments, Sunnyside Apartments and Tiny Homes, and the Boarding House.

Telluride Housing Authority (THA) – The Telluride Housing Authority of the Town of Telluride, referred to herein as THA. As used in these Policies, THA may also mean the THA Board of Directors or the THA Subcommittee, as the context requires.

THA Board – The Board of Directors of the Telluride Housing Authority.

THA Subcommittee – A committee comprised of a subset of members of the THA Board appointed to oversee and administer the affairs of Telluride Housing Authority.

Telluride Housing Division (THD) – The divisions of the Town of Telluride Community Services Department responsible for managing Rental Housing Units and administering and enforcing these Policies, led by the Community Services Director.

Tenant – A person who has temporary use and occupancy of real property owned by another.

Tier – See Income Tier.

Town Constructed Rental Unit or Rental Housing Unit (RU) – Units constructed by the Town or the THA for rental purposes exclusively which are subject to Qualification standards, processes, regulations and procedures developed by the THA Subcommittee and designated by resolution of the Town Council on a project specific basis.

Town – The Town of Telluride, Colorado, a Colorado home rule municipality.

Town Council – The Town Council of the Town of Telluride.

Transfer Waitlist – A waitlist maintained by THD staff consisting only of names of current tenants desiring a transfer to another Rental Housing Unit within the same Rental Project, or to another Rental Project, regardless of the reason for such requested transfer.

Undeveloped Residential Property – Vacant property which allows residential uses, and uses accessory thereto, as defined in the Land Use Code.

Utility Allowance – The amount dedicated for tenant paid utilities based upon the utility allowance schedule developed by HUD for rent subsidized units in San Miguel County.

United States Department of Housing and Urban Development (HUD) – The Federal agency established by the Department of Housing and Urban Development Act, 42 U.S.C. § 3532-3537, effective November 9, 1965.

Volunteer Community Service – Work which is performed locally for a recognized non-profit community organization which benefits San Miguel County and for which no monetary or other material compensation is received.

Waitlist – See Placement Waitlist and Transfer Waitlist.

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Part 1 COMMON POLICIES

Section 101 PURPOSE AND APPLICABILITY

The purpose of the Telluride Employee Rental Housing Policies is to provide a central location for the comprehensive, but differing, set of provisions that apply to each Rental Project created by the Town of Telluride and/or the Telluride Housing Authority through direct construction of Rental Housing Units or the financing thereof. THD Staff is charged with administration of these Policies which are intended to provide direction for consistent management, application, and enforcement of Qualification standards for the various Town Rental Projects containing Rental Housing Units. These Employee Rental Housing Policies apply only to Town Constructed Rental Units, and are explicitly distinct and separate from the Telluride Affordable Housing Guidelines which apply to a different type of Affordable Housing Unit created by the Town and intended for owner occupancy rather than rental.

- 101.1** In the event of conflict between these Policies and the provisions of any Town Council or joint Town Council and THA resolution regarding a specific Town Rental Project, these Policies shall prevail except to the extent any such resolution specifically states its intent to supersede these Policies.
- 101.2** In the event of conflict between these Policies and any fully executed and unexpired state or federal grant agreement, the grant agreement shall govern.
- 101.3** In all cases, the language of a fully executed and unexpired Lease for a Rental Housing Unit shall prevail to the extent there is any conflict between that Lease and these Policies, an adopted Town or THA resolution, or any state or federal grant agreement.

Section 102 GENERAL EMPLOYEE RENTAL HOUSING PROGRAM GOALS

- 102.1** Provide quality affordable employee housing. The primary goal of all Rental Projects **Affordable Housing Program or Housing Program** is to provide quality affordable rental housing for residents and their families who make a living primarily from Presence Required Employment. This is accomplished primarily by regulating and restricting occupancy of Rental Housing Units to Qualified Households and balancing affordability of those Rental Housing Units with debt obligations, maintenance responsibilities, and improvement opportunities.
- 102.2** Promote economic diversity within the Telluride community. Rental Projects are intended to promote economic diversity by limiting Eligibility for occupancy to Qualified Households that meet specific economic means criteria which may include both Household Income and Household Net Assets, and by the inclusion of Income Tiers offering an equitable means for Employees to obtain affordable housing in Town.
- 102.3** Provide reliable local housing while maximizing the use of the Town's limited Rental Housing Unit supply. Limitations contained in these Policies are intended to ensure that Qualified Households are provided with reliable long term housing so long as all Qualification Standards for a particular Rental Housing Unit continues to be met, and to offer solutions for relocating unqualified Households to more appropriate units prior to nonrenewal or termination of a Lease.
- 102.4** Provide for clear, fair, and consistent administration of Rental Projects. These Policies have been adopted to establish clear standards and procedures for the management of Town's Affordable Housing Programs to aid THD staff, applicants for housing, and tenants,

in understanding the Qualification standards for the various Rental Projects and how decisions impacting a lease will be made.

- 102.5** **DISCLAIMER:** The Town and THA do not represent, warrant or promise to construct, finance or otherwise produce, in whole or in part, any Rental Housing Units pursuant to these Policies or under any other programs. No Applicant may rely upon any promise implied or expressed that Rental Housing Units shall be constructed, financed or otherwise produced, in whole or in part, by the Town or the THA. None of the information contained in these Policies constitutes an offer to let or the solicitation of an offer to lease a Rental Housing Unit.

Section 103 **HOUSEHOLD QUALIFICATION**

- 103.1** Qualification refers to the most general requirements for a Household to be eligible to occupy a Rental Housing Unit. A Qualified Household must maintain qualified status for the duration of its occupancy of a Rental Housing Unit and must meet all Household Qualification Standards prior to executing any renewal of an existing lease. Failure to maintain qualification may require vacation of the Rental Housing Unit, or shall render a Household ineligible for renewal.

- 103.2** As set forth in the Definitions above, *Household* includes all individuals who are or will occupy a Rental Housing Unit including without limitation tenants and their Dependents but excluding Guests. Therefore, all occupants regardless of age, relationship to other occupants, or whether they are named on a Lease must be included in the Household when applying for initial tenancy or renewal of a Lease.

- 103.3** The standards which must be met for a Household to be considered a Qualified Household for a particular Rental Housing Unit vary by Rental Project. See Appendix A: Qualification Matrix for an overview of which Qualification Standards will apply to each Rental Project.

103.4 **Household Qualification Standards**

A. "Qualified Household" Defined - Qualified Households must:

1. Meet the Employment Standard;
2. Meet the Earned Income Standard;
3. Meet the Residency Standard;
4. Meet the Property Ownership Standard;
5. Meet the Net Assets Standard;
6. Meet the Minimum Household Size Standard; and
7. Meet the Income Tier Standard.

B. Employment Standard - Each person applying to occupy a Housing Unit must be a Qualified Employee by demonstrating and verifying the minimum hours of Presence Required Employment, or by providing verifiable documentation of Intent to Work if permitted, for the particular Rental Project.

1. **Qualifying Volunteer Hours** - Up to twenty percent (20%) of the required employment hours may be filled by verifiable Volunteer Community Service.

2. **Exemptions** - Members of an Applicant Household who have been determined by THA to be Qualified Retired or Qualified Disabled are exempt from the Employment Standard, as are those who are Dependents of a Qualified Employee named on the lease.
 3. **Caregiver Exemption** – One (1) or more member of an Applicant Household who has been determined by THD to be a primary childcare provider within the previous twelve (12) months for the Applicant Household's Dependent child under the age of six (6), which prevented the Household member from working full time, may be temporarily exempt from the Employment Standard for so long as the Household member is the primary childcare provider for such child or children. This exemption shall also apply to a primary caretaker for a Dependent of the Applicant Household if that Dependent has a Disability which requires significant at-home care. This Exemption may only be exercised by a member of an Applicant Household if that member can show that they were previously a Qualified Employee prior to becoming a caregiver, and may only be exercised by more than one (1) member of a Household on a proportional basis (one adult can be fully exempt, or two adults could each be partially exempt to 1400 of 2800 hours, three adults to 2800 of 4200 hours, etc.).
- C. Earned Income Standard** - Seventy-five percent (75%) of a Household's Gross Income must be Earned Income resulting from Presence Required Employment. This standard may apply only upon renewal at some Rental Projects, or may be a Qualification Standard at other Rental Projects which require an immediate history in the community prior to execution of the initial lease.
- D. Residency Standard** – As set forth in each Rental Project's Household Qualification Standards, Applicants for some Rental Projects must have lived in the four-county region (San Miguel, Montrose, Dolores, and Ouray) a minimum of the twelve (12) months immediately prior to lease execution, and must intend to occupy the Rental Housing Unit as their Primary Residence, and will be required to do so on an ongoing basis.
- E. Property Ownership Standard** - Ownership by any member of a Household of Developed Residential Property within the boundaries of San Miguel, Montrose, Ouray and Dolores Counties is prohibited and the Household is required to be under contract to sell the property prior to execution of a Lease.
1. For purposes of this Section, "Ownership by any member of a Household" means ownership interest in any form, direct or indirect, including without limitation ownership of or membership in a business or entity that owns real property, a Leasehold Interest in real property for longer than a period of one (1) year, or being named as a beneficiary of a trust which owns real property. A Household may not circumvent this Section by declaring indirect or non-controlling interest in real property subject to this Section.
 2. Ownership by any member of a Household of property that is Commercial Property or Undeveloped Residential Property, or is Developed Residential Property outside the boundaries of San Miguel, Montrose, Ouray and Dolores Counties is permitted.

3. The Fair Market Value of any interest in real property owned by any member of a Household will be taken into consideration when determining whether the Household exceeds the limitations of the Net Assets Standard.

F. **Net Assets Standard** - Household Net Assets for a Household in each tier shall not exceed the following:

Tier	Net Asset Limit
A	10x 45% AMI for Household Size
B	8x 60% AMI for Household Size
C	7x 80% AMI for Household Size
D	6x 100% AMI for Household Size
E	5.5x 120% AMI for Household Size
F	5x 140% AMI for Household Size
G	5x 160% AMI for Household Size
H	5x 180% AMI for Household Size
I	5x 200% AMI for Household Size
J	5x220% AMI for Household Size

1. **Exclusion from Assets** – An Applicant may apply to THD Staff for an exclusion or partial exclusion to Assets for money held in verifiable education, healthcare, and retirement accounts. In determining whether an account is eligible for such an exclusion, THD Staff shall consider whether the holder or beneficiary of the account would be penalized for early withdrawals for any reason, or whether withdrawals without penalty are restricted to withdrawals for qualified retirement, medical, or educational expenses. It is the intent of this Section to only allow exclusions for accounts functionally equivalent to a 401(k), 401(a), Roth IRA retirement account, 529 education account, or a Health Savings Account established while an Applicant was enrolled in a high deductible health plan.

2. **Disposition of Assets** – Any member of a Household who has assigned, conveyed, transferred or otherwise disposed of Assets within the last two (2) years without receiving Fair Market Value for the Assets to qualify under these Policies shall render the Household ineligible.

G. **Minimum Household Size Standard** – The total number of people in a Household must meet or exceed the following Minimum Household Sizes:

Unit Type	Minimum Household Size
1 Bedroom/Studio	1 person
2 Bedroom	2 persons
3 Bedroom	3 persons
4 Bedroom	4 persons

1. Households no longer meeting the Minimum Household Size Standard for the Rental Housing Unit they are in, who do not or cannot cure the violation, are allowed at the discretion of THD to be placed on a month-to-month lease and given waitlist priority until an appropriately sized unit comes available and is offered. If the Household rejects this offered unit for any reason, the month-to-month lease shall be terminated.

H. Income Tier Standard – Every Rental Project, and in some cases each individual Rental Housing Unit within a Rental Project, has an annual income limit based off the combined Gross Income of all Household members. See Appendix B: Income Tiers to determine the designated tier for a particular Household gross income. The income tier of a Household will determine the rent paid for a particular Rental Housing Unit, except not every tier will exist within each Rental Project, meaning that in some cases where a Household accepts the Lease for a Rental Housing Unit designated at a minimum tier above their actual income tier, that Household may pay more rent than they would if they had waited for a unit within their income tier to become available.

1. **Minimum Income** – To protect Town assets and encourage accurate reporting of income, Household Gross Income at the time of signing a Lease, including upon renewal, must be at least two (2) times the monthly rent, unless the Household has a current rental subsidy voucher issued by HUD, or can provide a guarantor acceptable to the THD. HUD rental subsidy vouchers are accepted, but do not on their own qualify a prospective tenant.
2. **Maximum Income** – Household Gross Income at the time of signing a Lease, including upon renewal, cannot exceed the maximum income tier designated for the Rental Project, or in some cases designated for the individual Rental Housing Unit.
3. **Income Calculation** – Income is calculated by THD Staff using tax returns and pay stubs to verify actual income earned in the twelve (12) months immediately preceding application for signing an initial lease or upon renewal, or as set forth in a twenty-four (24) month lease for mid-review.
4. **Exclusion from Income** – An Applicant may apply to THD Staff for an exclusion to an Applicant's Household Income for verifiable student loan debt, verifiable necessary medical expenses, paid childcare expenses, and verifiable contributions to education savings account, healthcare savings account, retirement savings account and/or Colorado First-time Homebuyer Savings Account (FHSA) from the prior twelve (12) months. In determining whether an account contribution is eligible for such an exclusion, THD Staff will consider the criteria as set forth in Section 103.4F.1. Student loan debt must be related to post-high-school studies (trade school, undergraduate, or graduate degree) from an accredited institution. Each adult Applicant over the age of eighteen (18) may apply for a combined maximum of fifteen thousand dollars (\$15,000.00) of the above expenses or contributions for exclusions from income with no limit on how much a Household may claim.
 - i. **Efficiency Discount** – In lieu of applying to THD Staff for an exclusion to income, which exclusion may place the Applicant Household in a lower tier and thereby reduce rent or qualify the Household for a Project, an Applicant

Household may apply for an Efficiency Discount, which discount reduces monthly rent on the unit by fifteen percent (15%) of the current rental rate. This Efficiency Discount is only available for Households of two (2) or more persons occupying tiny homes, studios, and 1-bedroom units as an incentive for efficient use of these units. This discount is not available at the Boarding House where efficient use of double- and single-occupancy rooms is already inherent.

Section 104 APPLICATION PROCEDURES

104.1 Application Requirements - Complete applications for a Rental Housing Unit must be submitted to THD on forms provided by THD and shall include the applicable fees as set forth in Appendix D: Fee and Penalty Schedule. THD Staff may request any additional documentation reasonably related to proof of income, assets, and employment. Each member of an Applicant Household over eighteen (18) years of age must sign and submit:

- A.** a release allowing THD to obtain additional information for Qualification purposes and allowing THD to obtain rental history, credit and background information;
- B.** a sworn statement including without limitation the following certifications:
 - 1.** the facts contained in the application are true and correct to the best of the Applicant's knowledge;
 - 2.** the Applicant has been given the standard application information packet by THD Staff; and
 - 3.** a Certification of Eligibility to Occupy stating that the Applicant, on the basis of the application presented, believes that the Applicant Household qualifies to occupy the Housing Unit in question according to these Policies and all other applicable procedures, rules and regulations.
- C.** One or more Employment Certifications from the Applicant's current or future employer(s), as appropriate, to determine Gross Income and Presence Required Employment or Intent to Work.

104.2 Verification of Qualification will be done:

- A.** In full, upon initial application to THD for rental of a Housing Unit and prior to being placed on any applicable waitlist;
- B.** In part, annually while an Applicant's name remains on any applicable waitlist;
- C.** In full, prior to execution of an initial lease for any Rental Housing Unit; and
- D.** In full, prior to renewal of the lease for a Rental Housing Unit, regardless of any previous Qualification determination.

104.3 Any material misstatement of fact or deliberate fraud by a member of an Applicant Household in connection with any information submitted to THD shall be cause for immediate expulsion from the application process and/or removal from the waitlist and the Applicants will be prohibited from reapplying, individually or as a member of a Household, for a period of three (3) years. In addition, any material misstatement of fact or deliberate fraud by the Household shall be referred to prosecution for perjury.

104.4 THD may require third-party verification of employment and income records for self-employed Applicants. THD may, at the Applicant's expense, require outside accounting expertise to evaluate the reasonability of the Applicant's or Household's representations of income and assets. It shall be the burden of the Applicant to provide all required information for determining Qualification, and any missing or incomplete information or documentation, or information that cannot be verified, shall be construed against the Applicant and may be grounds for a finding of unqualified status or other denial.

104.5 All personal and financial information provided to THD in connection with an application or lease will be kept strictly confidential, except as follows:

- A. Any document that would customarily be a matter of public record;
- B. The names and lottery positions of all persons who have participated in any rental lottery conducted by THD;
- C. Any record that a court of competent jurisdiction rules must be released under the Colorado Open Records Act, C.R.S. § 24-72-200.1, *et seq.*;
- D. Personal and private information necessary for an independent audit of THD records, provided such person or entity provides authorization; and
- E. Personal and private information to the extent THD determines the information is necessary for THA deliberation of a request for a grievance or appeal at a public hearing.

Section 105 WAITLIST MANAGEMENT

105.1 **Number of Waitlists** - THD shall maintain two distinct waitlists: One waitlist for current tenant Households desiring a unit change (the Transfer Waitlist), and one waitlist for applicants waiting to be placed in a Rental Housing Unit (the Placement Waitlist). Waitlists shall not be separately maintained by Rental Project, but rather each waitlist shall be a "master" waitlist with names appearing in the order in which the completed application or request for a unit change was received.

105.2 **Alternating Offers** - In determining the order in which to offer an available Rental Housing Unit, THD shall alternate making offers between the first Qualified Household for the available unit on the Transfer Waitlist and the Placement Waitlist. If an offered unit is accepted by a Qualified Household from the Transfer Waitlist, the subsequently vacated unit of the Qualified Household from the Transfer Waitlist shall be offered to the first Qualified Household from the Placement Waitlist.

105.3 **Staff Discretion** - Notwithstanding the provisions of Section 105.2 above, THD staff shall have discretion to prioritize Qualified Households on the Transfer Waitlist if such prioritization will remedy all lease violations. THD staff is not obligated to exercise this discretion, and shall not exercise this discretion for repeat violations or Households who have rejected other solutions for remedying lease violations.

105.4 **Updates to the Waitlist** – THD staff shall conduct an annual review of the Transfer Waitlist and the Placement Waitlist, and shall send an email to an applicant's last reported email address informing the applicant to confirm their desire to stay on the waiting list and to report any change in Qualification which will impact whether an available unit is offered to the applicant Household. THD staff will also, as a courtesy, attempt to contact

applicants by phone at their last known phone number. Failure to fully respond to a confirmation email within fourteen (14) days of the date of sending the email will result in removal of the applicant Household from the waiting list.

- A. It is the responsibility of applicant Households appearing on each waitlist to report changes which will impact the Household Qualification Standards to THD, so that when a Rental Housing Unit becomes available, that Qualified Household can be properly contacted with the unit offer. Offers shall only be made to Qualified Households as the Household last reported Qualification.
 - 1. Example: A and B are a Qualified Household on the Placement Waitlist, and as such qualify for a one or two bedroom unit. A and B add C to their Household and now also qualify for a three bedroom unit, but do not report this change to THD. A and B will not be contacted with an offer for an available three bedroom unit until such change is reported to THD, and their Household will be passed over when determining who the available unit can be offered to.
- B. Individuals may only be a part of one Household on each waitlist, and all Household members, regardless of age, must be reported when updating a Household's information for the waitlist. Households appearing on a waitlist who wish to divide and take two separate waitlist positions may do so, and THD will make the first available unit offer to the Household member whose name was listed first on the previous Household application.

Section 106 LEASING PROCEDURES

106.1 Conditional Offer - When a waitlist applicant is advised of upcoming availability, the applicant will have forty-eight (48) hours to respond and conditionally accept the unit, pending qualification and the results of a credit and background check, before the Rental Housing Unit is offered to the next applicant. Rejection of a unit offer will not result in immediate removal from the waiting list, but failure to accept three (3) separate unit offers will result in removal from the waiting list. Failure to timely respond to two (2) unit offers will result in removal from the waiting list.

106.2 Credit and Background Check - Based on the information supplied on each applicant's application, THD will perform a credit and criminal background check through www.corelogic.com. A copy of the background check information used to evaluate an applicant is available at www.corelogic.com for sixty (60) days after a determination has been made.

- A. The credit check will provide one of three recommendations:
 - 1. **Accept:** Applicant is eligible for a security deposit payment plan.
 - 2. **Accept with Conditions:** Applicant must pay the entire security deposit at time of occupancy.
 - 3. **Deny:** Poor credit or a poor history of rental payments suggests high risk of payment problems, which recommendation shall be adopted by THD and result in withdrawal of the conditional unit offer.
- B. The criminal background check will search public court records for the applicant. Based on that search, THD may choose to withdraw the conditional unit offer for a

record that indicates the prospective tenant may pose a risk to the health, safety or welfare of the other residents or a risk of property damage. Reasons for withdrawal of the conditional unit offer based on criminal offenses include but are not limited to the following:

1. Any felony involving violence, death, arson, rape, sex offenses, theft, extensive property damage, weapons, burglary, or any drug related activities within the previous seven (7) years.
 2. Any violent felony not included above within the previous seven (7) years.
 3. Registered sex offenders with no time limit.
 4. Any domestic violence conviction (felony or misdemeanor) within the previous seven (7) years.
 5. More than two misdemeanors involving violence, theft, assault, harassment, intimidation, property damage, drug related activities, sexual or weapons charges within the previous seven (7) years.
 6. Any other criminal activity which, in the judgment of THD, indicates the prospective tenant may pose a risk to the health, safety or welfare of the other residents or a risk of property damage.
- C. A history of eviction or bankruptcy may result in withdrawal of the conditional unit offer, a requirement that the entire security deposit is paid at time of occupancy or a requirement that the prospective tenant provide a guarantor acceptable to THD. Rental references may be used on a case-by-case basis to supplement the background check.
- D. THD may withdraw a conditional unit offer or deny offering a unit to an Applicant Household where any member of the Household has a history of receiving two (2) or more Demands for Compliance or Possession or one (1) or more Notices to Quit from THD in the prior five (5) years, even if no action for eviction was filed by THD. In determining whether to deny a unit offer under this Section, THD staff shall consider the severity of the violation leading to the Demand or Notice being issued, the ultimate resolution to the matter, and the Applicant cooperation with such prior action. THD Staff shall not offer a lease to any person who has an outstanding balance with THD.

106.3 Leasing Procedures - THD Staff must verify the qualification of a Household prior to occupancy and the signing of a lease.

- A. Leases** - Occupancy of a Rental Housing Unit must be memorialized by a written lease containing the name of every Household member, regardless of age, as either a tenant or Dependent occupant.
- B. Lease Term** – The lease term for any initial lease for a Household may not exceed twelve (12) months. However, upon renewal and if there has been no change to Household and no violations noticed for any member of the Household during the prior lease term, a lease may be renewed for a twenty-four (24) month term. The Community Services Director may use discretion to place a Household on a six (6) month or shorter lease either initially or upon renewal if the Household received one (1) or more notices of violation during the prior lease term, or if there is good cause

to believe that the Household will not continue to meet the Qualification Standards during the lease term.

- 1. Twenty-Four (24) Month Lease Mid-Review** – Tenants with leases for a term of twenty-four (24) months shall submit a sworn affidavit on a form provided by THD Staff twelve (12) months into the lease attesting to the Household’s continued Qualification for current occupancy. Upon submission, the tenant Household shall also be required to meet with THD Staff to discuss potential future increases to rent due to changes in employment or income during the current lease term as a way to prepare Households for any anticipated renewal of the lease. Nothing herein shall prohibit THD Staff from requiring a Household to submit proof of continued Qualification if THD Staff has good cause to believe that the Household no longer meets one or more of the Qualification Standards.
- C. Voluntary Termination** – Any Household may voluntarily terminate a lease at any time pursuant to the provision of the lease, and in no case shall such Household be entitled a lease renewal following voluntary termination. If a Household voluntarily terminates a lease with the intent of executing a new lease with a new tier following a change in income, the Community Services Director shall use discretion in examining the employment and income circumstances and determining whether an adjustment to tier and offering a new lease of a six (6) month or shorter lease or a twelve (12) month term is warranted, or if no new lease shall be extended.
- D.** Notice of lease violation and/or termination shall follow all requirements of the Colorado Forcible Entry and Detainer statutes, C.R.S. § 13-40-101, *et. seq.* as may be amended.
- E. Changes to Household** - Changes to the composition of a Qualified Household, including Dependents, must be promptly reported to THD and must be reflected with a lease amendment which amendment shall include an adjustment to tier and rent as may be necessary. THD will make every effort to maintain stable housing for Households in transition but will require Households to either execute a new lease or come into compliance with the current lease within a reasonable period of time or a Demand for Compliance or Possession will be issued. Subletting is expressly prohibited, though THD may accommodate partial assignment through a change in tenancy under these Policies.
- 1.** Changes to tenancy require prior approval of the Community Services Director and submission of a completed application by the new tenant, with a finding that the change in tenancy does not render the Household unqualified for the unit at the current rental rate for the income tier. If a change in tenancy would render the Household ineligible at its current income tier, the Household must execute a new lease for the Unit at the adjusted rental rate for the proper tier of the new Household.
 - 2.** Changes to tenancy require the execution of a change in tenant agreement which transfers ownership of the security deposit from the old tenant to new tenant and acknowledges acceptance of the Rental Housing Unit in its current condition by the new tenant.
 - 3. Prohibition on "Inherited" Units** – THA disapproves of the practice of a succession of Household or roommate substitutions as a way to bypass the

waitlist, but still desires to allow those occupying a Rental Housing Unit with roommates the freedom to choose their Qualified Household. To balance these interests, when no named tenant on an initial lease (defined as the first lease executed by a Household following adoption of these Policies, or subsequently, any lease executed by a Qualified Household) remains in the Household, the lease shall be nonrenewed.

- i. **Example:** Example: Tenants A and B qualify and sign a lease. Tenant A leaves, and Tenant C moves in and is named on the lease. Tenant B now wishes to leave. Tenant B cannot be replaced, and the lease will nonrenew for both Tenants B and C unless Tenant B remains. Tenant C does not get to "inherit" the unit, though Tenant C could add Tenant D for the remainder of the current lease term only until nonrenewal occurs. Tenants C and D may remain on the waitlist for initial placement in a Rental Housing Unit, but are not considered current tenants for purposes of relocation.

106.4 Prohibition on Master Leases – THA disapproves of the prior practice of executing master leases with local businesses or organizations and allowing those organizations to sublet units to occupants of their choosing, who may or may not be Qualified Households. Master leases are therefore prohibited and leases shall not be offered to businesses or organizations but only to Qualified Households.

106.5 Town Employee Priority – As a critical employer and owner or authorized manager of the Rental Housing Units, the Town is authorized under these Policies to continue exercising reasonable discretion to prioritize and place Town employees in Rental Housing Units contingent upon continued employment with the Town, but should strive to have those employees qualify for the unit in which they are placed with as little deviation from the Household Qualification Standards as possible, and to assess rent commensurate with the income tier for the employee's Household.

Section 107 LOTTERY PROCEDURES

107.1 THA Staff administers rental lotteries subject to the provisions of this Section established to create an orderly process for offering newly constructed Rental Housing Units for rent to Qualified Households. Unless otherwise directed by THA when setting forth the occupancy and implementation criteria for a newly constructed Rental Project, initial unit offers shall be made in accordance with the results of a lottery and not to Qualified Households who already appear on a waitlist.

A. Opening and Announcement of Rental Lottery –

1. Notice of the date, time and location at which applications will be taken shall be published as a "Legal Notice" in a newspaper of general circulation in the Telluride region at least twenty-one (21) days prior to the close of an application period of no less than fourteen (14) days.
2. Applications and information shall be available online and at THD offices concurrent with publication of the Legal Notice.

B. Lottery Application Requirements and Review –

1. Households interested in renting a Rental Housing Unit subject to a rental lottery must submit a complete application to THD by the published deadline. No late or incomplete applications will be accepted.
2. All members of an Applicant Household over eighteen (18) years of age must submit the following by the published deadline:
 - i. all required information and paperwork to determine Household Qualification; and
 - ii. a signed sworn statement certifying the accuracy and completeness of the application as described in Section 104.1B.
3. Applications submitted without the requisite submissions from each member of the Applicant Household will be deemed incomplete and will render the entire Household ineligible for the lottery.
4. THA Staff shall only accept lottery applications during the time period and by the method specified in the Legal Notice. If submission of applications is permitted by mail, mailed applications are considered received in the proper time period if postmarked at least three (3) days prior to the last day of the application period and received within two (2) business days after the application period closes. THD is not responsible for delays in the delivery of mail. Incomplete or late applications will not be processed for Qualification and will render the entire Household ineligible for the lottery.
5. After the submission deadline for applications has passed, THD Staff shall review all complete applications timely received and inform the Applicant Household of its Qualification status for the lottery. Upon informing all applicants of Qualification status, THD Staff shall formulate and distribute an appeal process and timeline, which process and timeline may conclude no less than seven (7) days after the last Applicant Household has been notified of its qualification status.

C. Lottery Order –

1. Applicant Households deemed Qualified Households automatically qualify for entry in the lottery. Any Applicant Household not meeting one or more of the Household Qualification Standards for a particular Rental Project is ineligible for the lottery.
2. Applicant Households may qualify for additional entries in the lottery according to the Lottery Point System (see Appendix C) or according to separate criteria established by resolution of Town Council and the THA Board which may supersede Appendix C on a Project specific basis.

D. Lottery Drawings –

1. A lottery drawing must be conducted at a duly noticed public meeting of the THA Subcommittee.
2. An independent San Miguel County resident with no direct stake in the lottery outcome shall draw the Applicant names.

3. Once an Applicant's name is drawn, any further instances of that Applicant's name drawn are recorded but ignored in establishing the order of Applicants. Once all Applicant names have been drawn once, the drawing shall conclude and the remaining entries may be discarded.
4. The results of the lottery drawing will be posted and certified by the resident drawing the names as soon as practically possible after the drawing.
5. The order in which Applicant names are drawn in the lottery will determine the order in which Applicants are contacted to occupy the Rental Housing Units offered in the lottery (except for handicapped-accessible units as noted in Section 107.1D.6).
6. First Priority for ADA handicapped accessible units shall be given to Qualified Households with a Mobility Disability that submit a lottery application based on the lottery order of all such Mobility Disabled Households. If there are no Qualified Households with a Mobility Disability that submit a lottery application for an available handicapped accessible unit, the unit will be available for rental based on the lottery order by all Qualified Households.
7. Any material misstatement of fact or deliberate fraud by the members of an Applicant Household in connection with any information submitted to THD shall be cause for disqualification from the lottery and the Applicants will be prohibited from reapplying, individually or as a member of a Household, for rental lotteries for a period of three (3) years.

Section 108 EXCEPTIONS, REVIEWS, APPEALS AND GRIEVANCES

108.1 Definitions

- A. **Exceptions** – A request for an Exception to provisions of these Policies may be appropriate when an Applicant understands and acknowledges the requirements of these Policies and believes that there exists a legitimate and compelling reason why they should be exempt from or allowed a modification to the requirements. Exceptions to the Policies may be granted on a case-by-case basis by the Community Services Director, provided the Community Services Director finds that granting such Exception supports the Section 102 Employee Rental Housing Program Goals.
- B. **Appeals** – An appeal is appropriate when an Applicant understands and acknowledges the requirements of these Policies and believes that provisions of the Policies have been applied incorrectly by THD Staff, the THA Subcommittee, or the THA Board.
- C. **Grievances** – A grievance is any dispute that any person may have with the THD or THA regarding an action or failure to act in accordance with the individual's rights, duties, welfare, or status. A grievance may be presented directly to the THA Board under the procedures in Section 109.4.

108.2 Exception Procedure

- A. The Town and THA grant THD staff the authority to approve specific Exceptions, with or without conditions as deemed appropriate by THD Staff, to be noticed on the Consent Calendar at the THA Subcommittee Regular Meeting immediately following

THD staff approval. THD Staff, in making its decision, shall follow all procedures and apply all criteria as set forth in this Section 108.2. Administrative Exceptions must have the approval of the Community Services Director and are prohibited for:

1. any provision of these Policies if an Applicant is under a Demand for Compliance or Possession or a Notice to Quit;
 2. income to exceed the Income Tier limit for a Rental Housing Unit, or for exclusion from income to exceed ten-thousand dollars (\$10,000) pursuant to Section 103.4H.4;
 3. Household Earned Income within the Telluride R-1 School District to account for less than seventy five percent (75%) of the Household's Gross Income.
- B. Exception requests must be submitted in writing to THD on forms available from THD. Complete Exception applications must include:**
1. The name, mailing and email addresses, and telephone number of the Applicant(s) and of Applicant's representative, if applicable;
 2. A narrative:
 - i. identifying the specific provision(s) or requirement(s) for which the Exception is being requested;
 - ii. detailing the particular ground(s) upon which the Exception is based;
 - iii. describing the action or remedy requested; and
 - iv. addressing the Standards for Review of Exception Applications as set forth in Section 108.2D applicable to the requested action or remedy.
 3. The Exception fee (see Appendix E).
- C. Process** – All requests for Exceptions will be reviewed by THD Staff for completeness and addressed administratively within fourteen (14) days after submittal of a complete application. The THD staff determination is reviewable pursuant to the Section 108.3 Administrative Decision Review Procedure.
- D. Standards for Review of Exception Applications** –Applicants seeking an Exception must demonstrate to the satisfaction of THD staff that granting the Exception would:
1. meet the Section 102 Employee Rental Housing Program Goals; and
 2. meet one or more of the following additional review standards:
 - i. Demonstrates or recognizes the long-term commitment of the Applicant to residency, employment and community involvement within the boundaries of the Telluride R-1 School District;
 - ii. Provides housing for a critical community need;
 - iii. Enables the Qualified Household to occupy a Housing Unit more suitable to the Household's needs;
 - iv. Furthers currently adopted Town of Telluride Goals and Objectives related to affordable housing; or

- v. Enables the Qualified Household to respond to life circumstances that arise beyond the reasonable control of the Household.

108.3 Administrative Decision Review Procedure - Any administrative decisions of the Community Services Director or THD staff, including by way of example decisions relating to the waitlist or income determination for placement in a tier, but excluding decisions of nonrenewal which are subject to the Nonrenewal Appeal Procedure of Section 108.4, may be brought to the attention of and reviewed by the Town Manager for compliance with these Policies and the General Employee Rental Housing Program Goals as stated in Section 102. The determination of the Town Manager when reviewing an action or decision by the Community Services Director or THD staff shall be final.

108.4 Appeal Procedure for Administrative Nonrenewal Decisions

- A. Current tenants of a Rental Housing Unit may appeal a final administrative decision regarding nonrenewal of their lease based on a belief that there was an error in a final administrative decision made by the Community Services Director. Appeals under this Section shall apply only to a written nonrenewal notice received by a current tenant of a Rental Project and is expressly inapplicable to decisions of the Community Services Director regarding initiation of eviction procedures against a current tenant or filing of an eviction action pursuant to C.R.S. § 13-40-101, *et seq.*, which process allows for the tenant to be heard by the Court.
- B. Appeals must be submitted in writing to THD on forms available from THD within fourteen (14) days of the of the issuance of the written notice of nonrenewal and must include:
 - 1. the name, mailing and email address, and telephone number of appellant(s) and similar information of appellant's representative, if applicable;
 - 2. a narrative:
 - i. identifying the specific determination being appealed;
 - ii. establishing the particular ground(s) upon which the appeal is based; and
 - iii. describing the action or remedy requested;
 - 3. the appeal fee (see Appendix D).
- C. **Process** – Within seven (7) days of receipt of a complete notice of appeal, the Community Services Director in consultation with the Town Legal Department shall determine whether the appellant has standing to appeal. If the Town Legal Department finds that the appellant does not have standing, the Community Services Director shall notify the appellant in writing that the appeal has been dismissed. The dismissal is not subject to further appeal. Failure to timely file a complete appeal shall constitute a waiver of the right to appeal.
 - 1. If the Town Legal Department determines that the appellant has standing, the Community Services Director shall schedule an appeal meeting with the appellant and the Town Manager, with attendance by the Telluride Housing Authority Chair or their designee, on a date acceptable to all parties but not more than fourteen (14) days after submittal of a complete application unless noticing requirements

cannot be met. In such cases, the appeal shall be considered as soon thereafter as possible.

2. At least seven (7) days prior to the appeal meeting, the Community Services Director shall send written notice of the date, time and place of the meeting to the appellant by first class U.S. Mail, postage prepaid, with a copy posted to the unit door which is the subject to the appeal.
 3. Parties to an appeal have the right to be represented by counsel at their own expense.
 4. The Town Manager shall act as the Hearing Officer for purposes of the appeal meeting and shall render their position regarding the appeal. The Hearing Officer may consider any evidence they deem to be relevant. The burden shall be on the appellant to prove by clear and convincing evidence that the decision being appealed was incorrect. The Hearing Officer may adopt procedures for the appeal meeting, including without limitation time allowances for the presentation of evidence and argument and submittal of written public comment, if any. Oral or documentary evidence may be received without compliance with the Colorado Rules of Evidence. The right to cross-examine shall be at the discretion of the Hearing Officer.
 5. The Hearing Officer shall affirm, modify or overturn the nonrenewal decision, and may issue findings to support their decision. The Hearing Officer shall report their decision to the THA Board in writing within two (2) business days of the appeal meeting.
 6. Two (2) members of the THA Board may request a subsequent formal appeal to the entire THA Board of any Hearing Officer appeal decision by providing a written notice of appeal from a minimum of two (2) THA Board members to the Telluride Town Clerk. Such appeal notices must be filed within fourteen (14) days after the date of the Hearing Officer's notice of decision on the appeal. Upon the timely filing of the notices of appeal by the two (2) THA Board members, the Town Clerk shall notify the original appellant that the matter is the subject of an appeal before the THA Board. The Town Clerk shall schedule a meeting of the THA Board to consider such appeal, which appeal should occur within twenty-one (21) days from the date of the THA Board members' appeal notice or as soon thereafter as can be reasonably accommodated. The THA Board shall conduct its review de novo, and in accordance with the procedures established under this Section with the THA Board Chair or their designee acting as the Hearing Officer only for purposes of setting forth procedures for and conducting the appeal.
- D. Binding Determination** - The determination of the Hearing Officer or the THA Board, as appropriate, shall be binding and the Community Services Director shall take all actions necessary to carry out or enforce the decision.
- E. Stay** - The filing of a complete notice of appeal shall stay the deadline for vacating the unit in question but shall not toll any such deadline except as otherwise stated herein. If an appeal results in denial, thus upholding the nonrenewal, the appellant must vacate the unit within fourteen (14) days of the final decision or the date stated in the nonrenewal, whichever is later. The appellant shall remain liable for rent and other lease expenses until the unit is vacated regardless of any pending appeal.

- F. **Effect of Appeal** - Should the decision of the Community Services Director regarding nonrenewal be overturned or modified, any such decision by the Hearing Officer or the Board shall not affect the Community Services Director's ability to nonrenew the lease upon subsequent expiration, or to initiate eviction procedures or file an eviction action pursuant to C.R.S. § 13-40-101, *et seq.* for lease violations or holdover of the unit.

108.5 Grievance Procedure

- A. Grievances must be submitted in writing to THD and must include:
 - 1. The name, mailing and email address and telephone number of the complainant(s) and similar information of complainant's representative, if applicable;
 - 2. The particular ground(s) upon which the grievance is based;
 - 3. The action or remedy requested; and
 - 4. The Grievance fee (see Appendix D).
- B. **Process** - The hearing process shall be as presented in Section 108.4C.

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Part 2 SHANDOKA APARTMENTS

Section 201 PROPERTY HISTORY, OWNERSHIP, AND MANAGEMENT

201.1 Shandoka Apartments is the first Town Constructed Rental Housing Project, and consists of 8 buildings, built in four phases, between 1991 and 2004. Refer to Appendix E: Rental Unit Inventory for the available unit sizes at Shandoka Apartments. Shandoka Apartments were constructed on land dedicated by Telco to the Telluride Housing Authority, with the buildings owned and financed by the Town of Telluride. THD Staff manages the Shandoka Apartments on behalf of both the Town and THA.

Section 202 HOUSEHOLD QUALIFICATION STANDARDS

202.1 Occupancy of A Rental Housing Unit at Shandoka Apartments is limited to a Qualified Household meeting the following Household Qualification Standards of Section 103.4:

A. Employment Standard –

- 1. All Units Except Building F** - The Employment Standard of Section 103.4B shall apply and each person within a Household must be a Qualified Employee by demonstrating and verifying a minimum of one-thousand four hundred (1,400) hours of Presence Required Employment, which amount includes a minimum of forty (40) hours per month for at least twelve (12) of the sixteen (16) months immediately prior to submission of an application, or by providing verifiable documentation of Intent to Work one thousand four hundred (1,400) hours within twelve (12) months of application.
- 2. Building F** - Each person within a Household must be a Qualified Employee by demonstrating and verifying a minimum of one-thousand four hundred (1,400) hours of Presence Required Employment, which amount includes a minimum of forty (40) hours per month for at least twelve (12) of the sixteen (16) months immediately prior to submission of an application.

B. Earned Income Standard – The Earned Income Standard of Section 103.4C shall apply to the Household.

C. Residency Standard – The Household must occupy the Shandoka Rental Housing Unit as their Primary Residence on an ongoing basis but need not show a history of living in the community to be deemed a Qualified Household prior to execution of a lease.

D. Property Ownership Standard - The Property Ownership Standard of Section 103.4E shall apply to the Household.

E. Net Assets Standard - The Net Asset Standard of Section 103.4F shall apply to the Household.

F. Minimum Household Size Standard - The Minimum Household Size Standard of Section 103.4G shall apply to the Household.

G. Income Tier Standard –

- 1. All Units Except Building F** -The Income Tier Standard of Section 103.4H shall apply to the Household. All income tiers shall be available at Shandoka Apartments Buildings A-G, but Households must qualify under Tiers A-D, and may only move into Tiers E-J upon lease renewal. Maximum Income for a Household

upon lease renewal shall not exceed the limit of Tier J. The income tier of a Household will determine the rent paid for a particular Rental Housing Unit for the term of the lease.

2. **Building F** - The Income Tier Standard of Section 103.4H shall apply to the Household. All income tiers shall be available at Shandoka Apartments Building F, but Households must qualify under Tiers A-G, and may only move into Tiers H-J upon lease renewal. Maximum Income for a Household upon lease renewal shall not exceed the limit of Tier J. The income tier of a Household will determine the rent paid for a particular Rental Housing Unit for the term of the lease.

Section 203 UTILITIES

203.1 Electric – Units are separately metered and tenants are responsible for paying for their unit’s electric service. Tenants must provide THD Staff with proof of electrical service transfer as of the first day of the lease agreement or electric charges will be billed to tenants monthly by THD with an added administration fee.

203.2 Water/Sewer – Tenants of Shandoka Apartments shall pay a monthly water/sewer charge in addition to rent, billed by THD, which charge shall be the cost of base monthly water/sewer service to the building allocated to each unit on a per-bedroom basis, regardless of Household size or occupancy. THD shall be responsible for payment of water/sewer for vacant units and for additional usage charges.

203.3 Trash – Included in rent.

203.4 Gas – Buildings A-G are not separately metered and gas is included in rent. Building F is separately metered, but gas is included in rent and will be discontinued in the future with new improvements.

203.5 Internet and Cable Television - Tenants are responsible for paying for their unit’s optional internet and cable television services. Tenants shall not install wires, dishes, or aerials for radio or television on the roof, decks or other parts of Shandoka Apartments including their unit without prior permission of the landlord.

Section 204 PETS

204.1 Pets including without limitation dogs, cats, rodents, and birds are prohibited at Shandoka Apartments and shall be cause for lease termination upon notification and failure to cure such violation, or for repeated violations.

204.2 Under the Americans with Disabilities Act and Fair Housing Act, emotional support animals and service dogs may be approved on a case-by-case basis upon submittal of a complete application with accompanying healthcare provider certification by a tenant Household on forms provided by THD. All adult members of a Household must sign the application recognizing the request for approval of an animal to reside in their unit and granting their consent for such animal, as any Household member may be held responsible for violations relating to the animal.

Section 205 PARKING

205.1 Parking permits for tenants are available for the Shandoka parking lot. Only one (1) permit per occupant over the age of sixteen (16) and named on the lease shall be issued and the availability of parking is not guaranteed. The vehicle must be registered in the name of

the tenant (or in a parent's name and insured in the tenant's name), must have current registration to the tenant's Shandoka address as tenant's primary residence, and must be operable or the permit may be revoked.

205.2 Households shall not store, repair or maintain (including oil changes) any automobiles, trailers, boats, motorcycles, or campers on the grounds or parking lots of Shandoka Apartments. All vehicles must maintain current registration and be in operable condition. Unlicensed or inoperable vehicles will be towed at the owner's expense. Resident vehicles may not park in visitor spaces, and any such vehicle will be towed at Resident's expense.

Section 206 RULES AND REGULATIONS

206.1 The Community Services Director shall promulgate Rules and Regulations for Shandoka Apartments to address topics such as, but not limited to, proper disposal of trash, storage of items outside of units, quiet hours, and use of utilities and common areas. Tenants are required to acknowledge receipt of a copy of the Rules and Regulations upon execution of a lease, and agree to abide by such Rules and Regulations on a continuing basis. The Community Services Director shall give notice to tenants of any changes in the Rules and Regulations prior to enforcement of such changes by emailing a copy of the amended Rules and Regulations to the tenants last known email address, and by posting notice of such changes in the common areas of the Housing Project. Any violation of the Rules shall be deemed a material breach of the lease and may be cause for nonrenewal or initiation of eviction procedures.

Section 207 RESERVED UNITS

207.1 There is one (1) two-bed unit reserved for on-call employees of the Town of Telluride Marshals Department. THD Staff retains discretion pursuant to Section 106.5 to prioritize and place Town employees in Rental Housing Units contingent upon continued employment with the Town.

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Part 3 RESERVED

Part 4 RESERVED

Part 5 RESERVED

Part 6 VIRGINIA PLACER APARTMENTS AND TINY HOMES

Section 601 PROPERTY HISTORY, OWNERSHIP, AND MANAGEMENT

601.1 Virginia Placer Tiny Homes and Apartments is the second Town Constructed Housing Project, and current consists of one main building and three tiny homes completed in 2018. Refer to Appendix E: Rental Unit Inventory for the available unit sizes at Virginia Placer Tiny Homes and Apartments. Additional phases are anticipated to be constructed at the site in the near future. Virginia Placer Tiny Homes and Apartments were constructed on land condemned by the Town of Telluride as part of the Valley Floor condemnation, and later leased by the Town to the Telluride Housing Authority to finance and construct the buildings which the Authority owns. THD Staff manages Virginia Placer Tiny Homes and Apartments on behalf of both the Town and THA.

Section 602 HOUSEHOLD QUALIFICATION STANDARDS

602.1 Occupancy of A Rental Housing Unit at Virginia Placer Apartments and Tiny Homes is limited to a Qualified Household meeting the following Household Qualification Standards of Section 103.4:

- A. Employment Standard** - The Employment Standard of Section 103.4B shall apply and each person within a Household must be a Qualified Employee by demonstrating and verifying a minimum of one-thousand four hundred (1,400) hours of Presence Required Employment, which amount includes a minimum of forty (40) hours per month for at least twelve (12) of the sixteen (16) months immediately prior to submission of an application.
- B. Earned Income Standard** – The Earned Income Standard of Section 103.4C shall apply to the Household.
- C. Residency Standard** – Each member of the Household must have lived in the four-county region (San Miguel, Montrose, Dolores, and Ouray) a minimum of the twelve (12) months immediately prior to lease execution and must intend to occupy the Rental Housing Unit as their Primary Residence, and is required to do so on an ongoing basis.
- D. Property Ownership Standard** - The Property Ownership Standard of Section 103.4E shall apply to the Household.
- E. Net Assets Standard** - The Net Asset Standard of Section 103.4F shall apply to the Household.
- F. Minimum Household Size Standard** - The Minimum Household Size Standard of Section 103.4G shall apply to the Household.
- G. Income Tier Standard** - The Income Tier Standard of Section 103.4H shall apply to the Household. Only income tiers B through J will be available at Virginia Placer Tiny Homes and Apartments, but Households must qualify under Tiers B-G, and may only move into Tiers H-J upon lease renewal. Maximum Income for a Household upon lease renewal shall not exceed the limit of Tier J. The income tier of a Household will determine the rent paid for a particular Rental Housing Unit for the term of the lease. Households in Income Tier A are not prohibited from leasing a unit at Virginia Placer Tiny Homes and Apartments, but must meet the minimum income threshold for their desired unit and rent shall be determined based off a Tier B income.

Section 603 UTILITIES

- 603.1 Electric** – Units are separately metered and tenants are responsible for paying for their unit’s electric service. Tenants must provide THD Staff with proof of electrical service transfer as of the first day of the lease agreement or electric charges will be billed to tenants monthly by THD with an added administration fee.
- 603.2 Water/Sewer** – Tenants of the Virginia Placer Apartments shall pay a monthly water/sewer charge in addition to rent, billed by THD, which charge shall be the cost of base monthly water/sewer service to the property allocated to each unit on a per-bedroom basis, regardless of Household size or occupancy. THD shall be responsible for payment of water/sewer for vacant units and for additional usage charges. The Virginia Placer Tiny Homes are separately metered and shall pay a monthly water/sewer charge equivalent to the amount billed for each tiny home to THD.
- 603.3 Trash** – Included in rent.
- 603.4 Gas** – Included in rent.
- 603.5 Internet and Cable Television** – Tenants are responsible for paying for their unit’s optional internet and cable television services. Tenants shall not install wires, dishes, or aerials for radio or television on the roof, decks or other parts of Virginia Placer Apartments and Tiny Homes including their unit without prior permission of the landlord.

Section 604 PETS

- 604.1** Pets including without limitation dogs, cats, rodents, and birds are prohibited at Virginia Placer Apartments and Tiny Homes and shall be cause for lease termination upon notification and failure to cure such violation, or for repeated violations.
- 604.2** Under the Americans with Disabilities Act and Fair Housing Act, emotional support animals and service dogs may be approved on a case-by-case basis upon submittal of a complete application with accompanying healthcare provider certification by a tenant Household on forms provided by THD. All adult members of a Household must sign the application recognizing the request for approval of an animal to reside in their unit and granting their consent for such animal, as any Household member may be held responsible for violations relating to the animal.

Section 605 PARKING

- 605.1** Some units at the Virginia Placer Apartments and Tiny Homes include a designated parking space for use only by the Household. Additional parking permits for tenants are available for the Shandoka parking lot. Only one (1) permit per occupant over the age of sixteen (16) and named on the lease shall be issued and the availability of parking is not guaranteed. If a unit includes a designated parking space and there is no more than one (1) occupant over the age of sixteen (16) named on the lease, no additional parking permits shall be granted to that Household. The vehicle must be registered in the name of the tenant (or in a parent’s name and insured in the tenant’s name), must have current registration to the tenant's Virginia Placer Apartments and Tiny Homes address as tenant's primary residence, and must be operable or the permit may be revoked.
- 605.2** Households shall not store, repair or maintain (including oil changes) any automobiles, trailers, boats, motorcycles, or campers on the grounds or parking lots of Virginia Placer Apartments and Tiny Homes. All vehicles must maintain current registration and be in

operable condition. Unlicensed or inoperable vehicles will be towed at the owner's expense. Resident vehicles may not park in visitor spaces, and any such vehicle will be towed at Resident's expense.

Section 606 RULES AND REGULATIONS

606.1 The Community Services Director shall promulgate Rules and Regulations for Virginia Placer Apartments and Tiny Homes to address topics such as, but not limited to, proper disposal of trash, storage of items outside of units, quiet hours, and use of utilities and common areas. Tenants are required to acknowledge receipt of a copy of the Rules and Regulations upon execution of a lease, and agree to abide by such Rules and Regulations on a continuing basis. The Community Services Director shall give notice to tenants of any changes in the Rules and Regulations prior to enforcement of such changes by emailing a copy of the amended Rules and Regulations to the tenants last known email address, and by posting notice of such changes in the common areas of the Housing Project. Any violation of the Rules shall be deemed a material breach of the lease and may be cause for nonrenewal or initiation of eviction procedures.

Section 607 RESERVED UNITS

607.1 There are two (2) studios at Virginia Placer reserved for on-call Town of Telluride Public Works employees. THD Staff retains discretion pursuant to Section 106.5 to prioritize and place Town employees in Rental Housing Units contingent upon continued employment with the Town.

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Part 7 BOARDING HOUSE

Section 701 PROPERTY HISTORY, OWNERSHIP, AND MANAGEMENT

701.1 The Boarding House is the third Town Constructed Housing Project, and consists of one building completed in 2018. Refer to Appendix E: Rental Unit Inventory for the available unit sizes at the Boarding House. THD Staff manages the Boarding House on behalf of THA. The Boarding House is envisioned to best serve seasonal employees due to the dorm-like nature of this Housing Project, though year-round and long-term residency is not prohibited.

Section 702 HOUSEHOLD QUALIFICATION STANDARDS

702.1 Occupancy of A Rental Housing Unit at the Boarding House is limited to a Qualified Household meeting the following Household Qualification Standards of Section 103.4:

- A. Employment Standard** - The Employment Standard of Section 103.4B shall apply and each person within a Household applying to occupy a Housing Unit at the Boarding House must be a Qualified Employee by demonstrating and verifying a minimum of twenty (20) hours per week for at least three (3) months immediately prior to submission of an application, or by providing verifiable documentation of Intent to Work the same amount for the following three (3) months.
- B. Earned Income Standard** – The Earned Income Standard of Section 103.4C shall apply to the Household.
- C. Residency Standard** – The Household does not need to occupy the Boarding House Rental Housing Unit as their Primary Residence and need not show a history of living in the community to be deemed a Qualified Household prior to execution of a lease.
- D. Property Ownership Standard** - The Property Ownership Standard of Section 103.4E shall only apply to the extent that the Household owns Developed Residential Property within the boundaries of the Telluride R-1 School District.
- E. Net Assets Standard** - The Net Asset Standard of Section 103.4F shall apply to the Household.
- F. Minimum Household Size Standard** - The Minimum Household Size Standard of Section 103.4G shall apply to the Household.
- G. Income Tier Standard** - The Income Tier Standard of Section 103.4H shall apply to the Household. Only income tiers A-D will be available at the Boarding House and Maximum Income for a Household shall not exceed the limit of Tier D. The income tier of a Household will determine the rent paid for a particular Rental Housing Unit for the term of the lease.

Section 703 UTILITIES

703.1 **Electric** – Included in rent.

703.2 **Water** – Included in rent.

703.3 **Sewer** – Included in rent.

703.4 **Gas** – Included in rent.

703.5 **Trash** – Included in rent.

703.6 Internet and Cable Television – THD provides internet in the common area for use by tenants. Tenants are responsible for paying for their unit’s optional internet and cable television services. Tenants shall not install wires, dishes, or aerials for radio or television on the roof, decks or other parts of the Boarding House including their unit without prior permission of the landlord.

Section 704 PETS

704.1 Pets including without limitation dogs, cats, rodents, and birds are prohibited at the Boarding House and shall be cause for lease termination upon notification and failure to cure such violation, or for repeated violations.

704.2 Under the Americans with Disabilities Act and Fair Housing Act, emotional support animals and service dogs may be approved on a case-by-case basis upon submittal of a complete application with accompanying healthcare provider certification by a tenant Household on forms provided by THD. All adult members of a Household must sign the application recognizing the request for approval of an animal to reside in their unit and granting their consent for such animal, as any Household member may be held responsible for violations relating to the animal.

Section 705 PARKING

705.1 Units at the Boarding House include a designated parking space for use only by the Household. Additional parking permits for tenants are available for the Shandoka parking lot. Only one (1) permit per occupant over the age of sixteen (16) and named on the lease shall be issued and the availability of parking is not guaranteed. If a unit includes a designated parking space and there is no more than one (1) occupant over the age of sixteen (16) named on the lease, no additional parking permits shall be granted to that Household. The vehicle must be registered in the name of the tenant (or in a parent’s name and insured in the tenant’s name), must have current registration, and must be operable or the permit may be revoked.

705.2 Households shall not store, repair or maintain (including oil changes) any automobiles, trailers, boats, motorcycles, or campers on the grounds or parking lots of the Boarding House. All vehicles must maintain current registration and be in operable condition. Unlicensed or inoperable vehicles will be towed at the owner’s expense. Resident vehicles may not park in visitor spaces, and any such vehicle will be towed at Resident’s expense.

Section 706 RULES AND REGULATIONS

706.1 The Community Services Director shall promulgate Rules and Regulations for the Boarding House to address topics such as, but not limited to, proper disposal of trash, storage of items outside of units, quiet hours, and use of utilities and common areas. Tenants are required to acknowledge receipt of a copy of the Rules and Regulations upon execution of a lease, and agree to abide by such Rules and Regulations on a continuing basis. The Community Services Director shall give notice to tenants of any changes in the Rules and Regulations prior to enforcement of such changes by emailing a copy of the amended Rules and Regulations to the tenants last known email address, and by posting notice of such changes in the common areas of the Housing Project. Any violation of the Rules shall be deemed a material breach of the lease and may be cause for nonrenewal or initiation of eviction procedures.

Section 707 RESERVED UNITS

707.1 There is one (1) single-occupancy unit reserved at the Boarding House for an on-site resident manager. THD Staff retains discretion pursuant to Section 106.5 to prioritize and place Town employees in Rental Housing Units contingent upon continued employment with the Town.

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Part 8 SUNNYSIDE APARTMENTS AND TINY HOMES

Section 801 PROPERTY HISTORY, OWNERSHIP, AND MANAGEMENT

801.1 Sunnyside Apartments and Tiny Homes is the fourth Town Constructed Housing Project, and current consists of three buildings and three tiny homes completed in 2022. Refer to Appendix E: Rental Unit Inventory for the available unit sizes at Sunnyside Tiny Homes and Apartments. Sunnyside Tiny Homes and Apartments were constructed on land dedicated by San Miguel County to the Telluride Housing Authority which financed and constructed the buildings with subsidies provided by the Town of Telluride. THD Staff manages Sunnyside Apartments and Tiny Homes on behalf of THA.

Section 802 HOUSEHOLD QUALIFICATION STANDARDS

802.1 Occupancy of A Rental Housing Unit at Sunnyside Apartments and Tiny Homes is limited to a Qualified Household meeting the following Household Qualification Standards of Section 103.4:

- A. Employment Standard** - The Employment Standard of Section 103.4B shall apply and each person within a Household applying to occupy a Housing Unit at Sunnyside must be a Qualified Employee by demonstrating and verifying a minimum of one-thousand four hundred (1,400) hours of Presence Required Employment, which amount includes a minimum of forty (40) hours per month for at least twelve (12) of the sixteen (16) months immediately prior to submission of an application.
- B. Earned Income Standard** – The Earned Income Standard of Section 103.4C shall apply to the Household.
- C. Residency Standard** – Each member of the Household must have lived in the four-county region (San Miguel, Montrose, Dolores, and Ouray) a minimum of the twelve (12) months immediately prior to lease execution and must intend to occupy the Rental Housing Unit as their Primary Residence, and is required to do so on an ongoing basis.
- D. Property Ownership Standard** - The Property Ownership Standard of Section 103.4E shall apply to the Household.
- E. Net Assets Standard** - The Net Asset Standard of Section 103.4F shall apply to the Household.
- F. Minimum Household Size Standard** - The Minimum Household Size Standard of Section 103.4G shall apply to the Household.
- G. Income Tier Standard** - The Income Tier Standard of Section 103.4H shall apply to the Household. Only income tiers C through J will be available at Sunnyside Apartments and Tiny Homes, but Households must qualify under Tiers C-G, and may only move into Tiers H-J upon lease renewal. Maximum Income for a Household upon lease renewal shall not exceed the limit of Tier J. The income tier of a Household will determine the rent paid for a particular Rental Housing Unit for the term of the lease. Households in Income Tier A and B are not prohibited from leasing a unit at Sunnyside Apartments and Tiny Homes, but must meet the minimum income threshold for their desired unit and rent shall be determined based off a Tier C income.

Section 803 UTILITIES

- 803.1 Electric** - Units are separately metered and tenants are responsible for paying for their unit's electric service. Tenants must provide THD Staff with proof of electrical service transfer as of the first day of the lease agreement or electric charges will be billed to tenants monthly by THD with an added administration fee. San Miguel Power Association ("SMPA") will apply a solar credit to each unit's bill depending upon the electricity generated by the property in the prior month to offset electricity usage. Tenants should bring up any discrepancies regarding this credit with THD Staff, who will discuss the matter with SMPA.
- 803.2 Water/Sewer** – Units are separately metered and tenants are responsible for paying for their unit's water/sewer service, which shall be an added charge to monthly rent due. Tenants shall only be responsible for 75% of such bill, with THD responsible for the remaining 25%.
- 803.3 Trash** – THD provides on-site trash service with a dumpster to serve all units at no additional charge to the tenants. Tenants may procure their own individual trash service at their own cost.
- 803.4 Gas** – The Sunnyside Apartment and Tiny Homes do not have gas service.
- 803.5 Internet and Cable Television** - Tenants are responsible for paying for their unit's optional internet and cable television services. Tenants shall not install wires, dishes, or aerials for radio or television on the roof, decks or other parts of Sunnyside Apartments and Tiny Homes including their unit without prior permission of the landlord.

Section 804 PETS

- 804.1** One (1) pet including without limitation a dog, cat, rodent, or bird is permitted per unit at Sunnyside Apartments and Tiny Homes in accordance with the adopted pet policy, upon approved application and payment of the pet deposit.
- 804.2** Under the Americans with Disabilities Act and Fair Housing Act, emotional support animals and service dogs may be approved on a case-by-case basis upon submittal of a complete application with accompanying healthcare provider certification by a tenant Household on forms provided by THD. All adult members of a Household must sign the application recognizing the request for approval of an animal to reside in their unit and granting their consent for such animal, as any Household member may be held responsible for violations relating to the animal.

Section 805 PARKING

- 805.1** Units at the Sunnyside Apartments and Tiny Homes include one (1) or more designated parking space as stated in the lease for use only by the Household. Additional parking permits are not available.
- 805.2** Households shall not store, repair or maintain (including oil changes) any automobiles, trailers, boats, motorcycles, or campers on the grounds or parking lots of Sunnyside Apartments and Tiny Homes. All vehicles must maintain current registration and be in operable condition. Unlicensed or inoperable vehicles will be towed at the owner's expense. Resident vehicles may not park in visitor spaces, and any such vehicle will be towed at Resident's expense.

Section 806 RULES AND REGULATIONS

806.1 The Community Services Director shall promulgate Rules and Regulations for Sunnyside Apartments and Tiny Homes to address topics such as, but not limited to, proper disposal of trash, storage of items outside of units, quiet hours, and use of utilities and common areas. Tenants are required to acknowledge receipt of a copy of the Rules and Regulations upon execution of a lease, and agree to abide by such Rules and Regulations on a continuing basis. The Community Services Director shall give notice to tenants of any changes in the Rules and Regulations prior to enforcement of such changes by emailing a copy of the amended Rules and Regulations to the tenants last known email address, and by posting notice of such changes in the common areas of the Housing Project. Any violation of the Rules shall be deemed a material breach of the lease and may be cause for nonrenewal or initiation of eviction procedures.

Section 807 RESERVED UNITS

807.1 There are four (4) reserved units at Sunnyside Apartments and Tiny Homes as follows: one (1) two-bed unit and one (1) four-bed unit for use by San Miguel County, and one (1) two-bed unit and one (1) three-bed unit for use by the Town of Telluride to house Town staff. THD Staff retains discretion pursuant to Section 106.5 to prioritize and place Town employees in Rental Housing Units contingent upon continued employment with the Town.

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Part 9 VOODOO APARTMENTS

Section 901 PROPERTY HISTORY, OWNERSHIP, MANAGEMENT, AND PURPOSE

901.1 Voodoo Apartments is the fifth Town Constructed Housing Project, and current consists of one building completed in 2024. Refer to Appendix E: Rental Unit Inventory for the available unit sizes at Voodoo Apartments. Voodoo Apartments were constructed on land owned by the Town of Telluride and leased to the Telluride Housing Authority, which financed and constructed the buildings with subsidies provided by the Town of Telluride and a grant provided by the State of Colorado. THD Staff manages Voodoo Apartments on behalf of THA.

Section 902 HOUSEHOLD QUALIFICATION STANDARDS

902.1 Occupancy of A Rental Housing Unit at Voodoo Apartments is limited to a Qualified Household meeting the following Household Qualification Standards of Section 103.4:

- A. Employment Standard** – The Employment Standard of Section 103.4B shall apply and each person within a Household applying to occupy a Housing Unit at Voodoo must be a Qualified Employee by demonstrating and verifying a minimum of one-thousand four hundred (1,400) hours of Presence Required Employment, which amount includes a minimum of forty (40) hours per month for at least twelve (12) of the sixteen (16) months immediately prior to submission of an application.
- B. Earned Income Standard** – The Earned Income Standard of Section 103.4C shall apply to the Household.
- C. Residency Standard** – Each member of the Household must have lived in the four-county region (San Miguel, Montrose, Dolores, and Ouray) a minimum of the twelve (12) months immediately prior to lease execution and must intend to occupy the Rental Housing Unit as their Primary Residence, and is required to do so on an ongoing basis.
- D. Property Ownership Standard** - The Property Ownership Standard of Section 103.4E shall apply to the Household.
- E. Net Assets Standard** - The Net Asset Standard of Section 103.4F shall apply to the Household.
- F. Minimum Household Size Standard** – The Minimum Household Size Standard of Section 103.4G shall apply to the Household.
- G. Income Tier Standard** - The Income Tier Standard of Section 103.4H shall apply to the Household. Only income tiers C through J will be available at Voodoo Apartments and, but Households must qualify under Tiers C-G, and may only move into Tiers H-J upon lease renewal. Maximum Income for a Household upon lease renewal shall not exceed the limit of Tier J. The income tier of a Household will determine the rent paid for a particular Rental Housing Unit for the term of the lease. Households in Income Tier A and B are not prohibited from leasing a unit at Voodoo Apartments, but must meet the minimum income threshold for their desired unit and rent shall be determined based off a Tier C income. Different income requirements may apply to Households occupying units encumbered by the State of Colorado grant.

Section 903 UTILITIES

- 903.1 Electric** - Units are separately metered and tenants are responsible for paying for their unit's electric service. Tenants must provide THD Staff with proof of electrical service transfer as of the first day of the lease agreement or electric charges will be billed to tenants monthly by THD with an added administration fee.
- 903.2 Water/Sewer** – Units are separately metered and tenants are responsible for paying for their unit's water/sewer service. Tenants must provide THD Staff with proof of water/sewer service transfer as of the first day of the lease agreement or water/sewer charges will be billed to tenants monthly by THD with an added administration fee.
- 903.3 Trash** – Tenants shall pay a monthly trash charge in addition to rent, billed by THD, which charge shall be the cost of monthly trash service to the property allocated to each unit on a per-bedroom basis, regardless of Household size or occupancy. THD shall be responsible for payment of trash for vacant units.
- 903.4 Gas** – Voodoo Apartments do not have gas service.
- 903.5 Internet and Cable Television** - Tenants are responsible for paying for their unit's optional internet and cable television services. Tenants shall not install wires, dishes, or aerials for radio or television on the roof, decks or other parts of Voodoo Apartments including their unit without prior permission of the landlord.

Section 904 PETS

- 904.1** Pets including without limitation dogs, cats, rodents, and birds are prohibited at Voodoo Apartments and shall be cause for lease termination upon notification and failure to cure such violation, or for repeated violations.
- 904.2** Under the Americans with Disabilities Act and Fair Housing Act, emotional support animals and service dogs may be approved on a case-by-case basis upon submittal of a complete application with accompanying healthcare provider certification by a tenant Household on forms provided by THD. All adult members of a Household must sign the application recognizing the request for approval of an animal to reside in their unit and granting their consent for such animal, as any Household member may be held responsible for violations relating to the animal.

Section 905 PARKING

- 905.1** Units at Voodoo Apartments include one (1) designated parking space as stated in the lease for use only by the Household. Additional parking permits are not available.
- 905.2** Households shall not store, repair or maintain (including oil changes) any automobiles, trailers, boats, motorcycles, or campers on the grounds or parking lots of Sunnyside Apartments and Tiny Homes. All vehicles must maintain current registration and be in operable condition. Unlicensed or inoperable vehicles will be towed at the owner's expense. Resident vehicles may not park in visitor spaces, and any such vehicle will be towed at Resident's expense.

Section 906 RULES AND REGULATIONS

- 906.1** The Community Services Director shall promulgate Rules and Regulations for Voodoo Apartments to address topics such as, but not limited to, proper disposal of trash, storage of items outside of units, quiet hours, and use of utilities and common areas. Tenants are

required to acknowledge receipt of a copy of the Rules and Regulations upon execution of a lease, and agree to abide by such Rules and Regulations on a continuing basis. The Community Services Director shall give notice to tenants of any changes in the Rules and Regulations prior to enforcement of such changes by emailing a copy of the amended Rules and Regulations to the tenants last known email address, and by posting notice of such changes in the common areas of the Housing Project. Any violation of the Rules shall be deemed a material breach of the lease and may be cause for nonrenewal or initiation of eviction procedures.

Section 907 RESERVED UNITS

907.1 There are five (5) units reserved at Voodoo Apartments as follows: one (1) two-bedroom unit for use by the Telluride Mountain School until 2054, one (1) 2-bed unit for placement of a mental health worker, and two (2) 2-bed units and one (1) three-bed unit for use by the Town of Telluride to house Town staff. THD Staff retains discretion pursuant to Section 106.5 to prioritize and place Town employees in Rental Housing Units contingent upon continued employment with the Town.

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Part 10 GENERAL MISCELLANEOUS PROVISIONS

Section 1001 LEGISLATIVE HISTORY

- 1001.1 Previous Documents** – These Telluride Employee Rental Housing Policies were first adopted on November 19, 2024 and created to provide a central document for direction as to management of and qualification to occupy Town owned or Town managed Rental Projects. Prior to adoption of these Policies, qualification and criteria were set forth in various Town and THA resolutions relating to Rental Projects on a project specific basis, and direction with respect to management of Projects was largely discretionary and without firm or consistent guidance.

Section 1002 AMENDMENTS

- 1002.1** These Policies are intended to be reviewed at least every two (2) years by the THA Subcommittee and any changes will be recommended to the Town Council and the THA Board for adoption.
- 1002.2** Non-administrative amendments to these Policies shall be made according to the following procedure:
- A.** Proposed amendments must be presented by THD Staff to the THA Subcommittee for consideration and recommendation to the Town Council and the THA Board. The THA Subcommittee must consider such amendments in a timely manner and if recommending adoption, must report to the Town Council and the THA Board its findings.
 - B.** The Town Council and the THA Board shall timely consider THA Subcommittee's findings and recommendations at a public hearing, and must adopt, adopt with amendments, or deny any proposed amendments at such hearing. Amendments shall be adopted by written resolution(s) of the THA Board and the Town Council.
- 1002.3** Updates to the Area Median Income and Rental Affordability Standards will be made administratively by THD Staff annually upon release of HUD updates based on the methodology in place.
- 1002.4** Updates and corrections to Appendix E: Unit Inventory will be made administratively by THD Staff on a regular as-needed basis, but at least annually.

Section 1003 ADMINISTRATIVE PROCEDURES

- 1003.1 Fair Housing Standards** – THD Staff shall administer these Policies and the Town's Affordable Housing Programs in compliance with all applicable fair housing standards, including without limitation the Fair Housing Act and the Town's non-discrimination regulations. These standards prohibit discrimination on the basis of age, race, religion, handicapped or disabled status, country of origin, sex, or sexual identity. In addition to any remedies available in the applicable law, any dispute between an Applicant and the THA regarding these standards may be filed as a grievance pursuant to Section 108.4.
- 1003.2 Reasonable Accommodation** – THD Staff shall administer these Policies and the Town's Affordable Housing Programs in compliance with all reasonable accommodation standards, including without limitation the Americans with Disabilities Act. Persons requiring reasonable accommodation for their Disability shall give THD Staff at least forty-eight (48) hours' notice of such need so that appropriate arrangements can be made.

1003.3 **Assignment of Administrative Responsibilities** – The Town shall have the right to contract with any qualified person or entity for the purpose of administering these Policies in whole or in part. The contract for administration shall provide for oversight by the Town, including access to applicable records and the ability to conduct an audit of administrative procedures.

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Appendix A: Qualification Matrix

QUALIFICATION BY PROJECT

PROPERTY	Income Tiers	TARGET INCOME (Basis for Rent)	MAXIMUM INCOME (Basis for Qualification)	MINIMUM INCOME	REQUIRED ANNUAL PRESENCE REQUIRED EMPLOYMENT HOURS	NET ASSET LIMIT	HISTORY/YEARS IN COMMUNITY	PROPERTY OWNERSHIP RESTRICTION
Shandoka: Buildings A through G - 1 – bed (43) - 2 – bed (47) - 3 – bed (17) - 4 – bed (4)	A-J	Tier A: 45% AMI Tier B: 60% AMI Tier C: 80% AMI Tier D: 100% AMI Tier E: 120% AMI Tier F: 140% AMI Tier G: 160% AMI Tier H: 180% AMI Tier I: 200% AMI Tier J: 220% AMI	Tier A: 60% AMI Tier B: 80% AMI Tier C: 100% AMI Tier D: 120% AMI Tier E: 140% AMI Tier F: 160% AMI Tier G: 180% AMI Tier H: 200% AMI Tier I: 220% AMI Tier J: 240% AMI <i>Must qualify under Tiers A-D. No initial leases in Tiers E-I but may only advance to Tiers E-I.</i>	2 X Monthly Rent	1400 hrs	Tier A: 10x 45% AMI Tier B: 8x 60% AMI Tier C: 7x 80% AMI Tier D: 6x 100% AMI Tier E: 5.5x 120% AMI Tier F: 5x 140% AMI Tier G: 5x 160% AMI Tier H: 5x 180% AMI Tier I: 5x 200% AMI Tier J: 5x 220% AMI	Intent to work only	No improved residential in San Miguel, Dolores, Ouray or Montrose counties
Shandoka: Building F, Phase 1 - Studios (3) - 2 – bed (5) - 3 – bed (3) - 4 – bed (1)	A-J	Tier A: 45% AMI Tier B: 60% AMI Tier C: 80% AMI Tier D: 100% AMI Tier E: 120% AMI Tier F: 140% AMI Tier G: 160% AMI Tier H: 180% AMI Tier I: 200% AMI Tier J: 220% AMI	Tier A: 60% AMI Tier B: 80% AMI Tier C: 100% AMI Tier D: 120% AMI Tier E: 140% AMI Tier F: 160% AMI Tier G: 180% AMI Tier H: 200% AMI Tier I: 220% AMI Tier J: 240% AMI <i>Must qualify under Tiers A-G No initial leases in Tiers H-J but may only advance to Tiers H-J.</i>	2 X Monthly Rent	1400 hrs	Tier A: 10x 45% AMI Tier B: 8x 60% AMI Tier C: 7x 80% AMI Tier D: 6x 100% AMI Tier E: 5.5x 120% AMI Tier F: 5x 140% AMI Tier G: 5x 160% AMI Tier H: 5x 180% AMI Tier I: 5x 200% AMI Tier J: 5x 220% AMI	12 mos local employment immediately prior to occupancy	No improved residential in San Miguel, Dolores, Ouray or Montrose counties
Virginia Placer - Tiny Homes (3) - Studios (6) - 2 bed/1 bath (3) - 2 bed/2 bath (9)	B-J	Tier B: 60% AMI Tier C: 80% AMI Tier D: 100% AMI Tier E: 120% AMI Tier F: 140% AMI Tier G: 160% AMI Tier H: 180% AMI Tier I: 200% AMI Tier J: 220% AMI	Tier B: 80% AMI Tier C: 100% AMI Tier D: 120% AMI Tier E: 140% AMI Tier F: 160% AMI Tier G: 180% AMI Tier H: 200% AMI Tier I: 220% AMI Tier J: 240% AMI <i>Must qualify under Tiers A-G No initial leases in Tiers H-J but may only advance to Tiers H-J.</i>	2 X Monthly Rent	1400 hrs	Tier B: 8x 60% AMI Tier C: 7x 80% AMI Tier D: 6x 100% AMI Tier E: 5.5x 120% AMI Tier F: 5x 140% AMI Tier G: 5x 160% AMI Tier H: 5x 180% AMI Tier I: 5x 200% AMI Tier J: 5x 220% AMI	12 mos local employment immediately prior to occupancy	No improved residential in San Miguel, Dolores, Ouray or Montrose counties
Boarding House - Single (18) - Double (14)	A-D	Tier A: 45% AMI Tier B: 60% AMI Tier C: 80% AMI Tier D: 100% AMI	Tier A: 60% AMI Tier B: 80% AMI Tier C: 100% AMI Tier D: 120% AMI	2 X Monthly Rent	20 hrs/wk for a minimum of 3 mos	Tier A: 10x 45% AMI Tier B: 8x 60% AMI	Intent to work only	No improved residential in SMC
Sunnyside - Tiny homes (3) - 1 – bed (6) - 2 – bed (12) - 3 – bed (3) - 4 – bed (6)	C-J	Tier C: 80% AMI Tier D: 100% AMI Tier E: 120% AMI Tier F: 140% AMI Tier G: 160% AMI Tier H: 180% AMI Tier I: 200% AMI Tier J: 220% AMI	Tier C: 100% AMI Tier D: 120% AMI Tier E: 140% AMI Tier F: 160% AMI Tier G: 180% AMI Tier H: 200% AMI Tier I: 220% AMI Tier J: 240% AMI <i>Must qualify under Tiers A-G No initial leases in Tiers H-J but may only advance to Tiers H-J.</i>	2 X Monthly Rent	1400 hrs	Tier C: 7x 80% AMI Tier D: 6x 100% AMI Tier E: 5.5x 120% AMI Tier F: 5x 140% AMI Tier G: 5x 160% AMI Tier H: 5x 180% AMI Tier I: 5x 200% AMI Tier J: 5x 220% AMI	12 mos local employment immediately prior to occupancy	No improved residential in San Miguel, Dolores, Ouray or Montrose counties
Voodoo - Studios (8) - 2 bed (10) - 3 bed (8) - 4 bed (1)	C-J	Tier C: 80% AMI Tier D: 100% AMI Tier E: 120% AMI Tier F: 140% AMI Tier G: 160% AMI Tier H: 180% AMI Tier I: 200% AMI Tier J: 220% AMI	Tier C: 100% AMI Tier D: 120% AMI Tier E: 140% AMI Tier F: 160% AMI Tier G: 180% AMI Tier H: 200% AMI Tier I: 220% AMI Tier J: 240% AMI <i>Must qualify under Tiers A-G No initial leases in Tiers H-J but may only advance to Tiers H-J.</i>	2 X Monthly Rent	1400 hrs	Tier C: 7x 80% AMI Tier D: 6x 100% AMI Tier E: 5.5x 120% AMI Tier F: 5x 140% AMI Tier G: 5x 160% AMI Tier H: 5x 180% AMI Tier I: 5x 200% AMI Tier J: 5x 220% AMI	12 mos local employment immediately prior to occupancy	No improved residential in San Miguel, Dolores, Ouray or Montrose counties

Appendix B: Income Tiers for Rental Projects

Income limits for qualification are based on Household size, not unit size. The following table provides the method for determining a Household's income as a percentage of AMI:

Table 1. San Miguel County Area Median Income (AMI) as of April 16, 2024

Household Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person
45% AMI	\$34,515	\$39,465	\$44,415	\$49,320	\$53,280	\$57,240
60% AMI	\$46,020	\$52,620	\$59,220	\$65,760	\$71,040	\$76,320
80% AMI	\$61,360	\$70,160	\$78,960	\$87,680	\$94,720	\$101,760
90% AMI	\$69,030	\$78,930	\$88,830	\$98,640	\$106,560	\$114,480
100% AMI	\$76,700	\$87,700	\$98,700	\$109,600	\$118,400	\$127,200
110% AMI	\$84,370	\$96,470	\$108,570	\$120,560	\$130,240	\$139,920
120% AMI	\$92,040	\$105,240	\$118,440	\$131,520	\$142,080	\$152,640
130% AMI	\$99,710	\$114,010	\$128,310	\$142,480	\$153,920	\$165,360
140% AMI	\$107,380	\$122,780	\$138,180	\$153,440	\$165,760	\$178,080
150% AMI	\$115,050	\$131,550	\$148,050	\$164,400	\$177,600	\$190,800
160% AMI	\$127,360	\$140,320	\$157,920	\$175,360	\$189,440	\$203,520
180% AMI	\$138,060	\$157,860	\$177,660	\$197,280	\$213,120	\$228,960
200% AMI	\$153,400	\$175,400	\$197,400	\$219,200	\$236,800	\$254,400
220% AMI	\$168,740	\$192,940	\$217,140	\$241,120	\$260,480	\$279,840
240% AMI	\$184,080	\$210,480	\$236,880	\$263,040	\$284,160	\$305,280

Table 2. Income Tiers

Tier	A	B	C	D	E	F	G	H	I	J
AMI Rent Target	45%	60%	80%	100%	120%	140%	160%	180%	200%	220%
AMI Limitation	60%	80%	100%	120%	140%	160%	180%	200%	220%	240%

RENTAL AFFORDABILITY

It is generally accepted in the affordable housing field that housing is affordable if the total of rent and utilities is not more than 30% of the Household's monthly Gross Income. This 30% multiplier forms the basis for THA rents, with a lower multiplier used for some Rental Projects as set forth below to increase affordability or account for difference in age or amenities of the Project. Calculation of an ideal monthly rental rate is accomplished by dividing the Household's AMI Rent Target income for the Household's tier by twelve (12) and multiplying the result by the Project's multiplier expressed as follows: **Target Rental Rate = AMI Rent Target/12 x Multiplier**

	Shandoka, Except Building F	Shandoka Building F	Virginia Placer	Sunnyside	Voodoo
Multiplier	27%	30%	30%	30%	30%

* Rents for the Boarding House will be determined separately given the unique dorm-style nature of this project, but are intended to follow the same concerns regarding affordability for occupants.

Appendix C: Lottery Point System

INITIAL LOTTERY ENTRY:

Completed lottery applications are processed for Qualification of each Applicant Household. Lottery Applicants certified as Qualified Households are eligible for one (1) entry into the lottery.

ADDITIONAL LOTTERY ENTRIES:

In an effort to weight Applicants based on criteria deemed to further the goals of the Town of Telluride's Employee Rental Housing Program, points toward additional lottery entries are given to Qualified Households meeting the criteria outlined below. Only one Qualified Household member's history will be considered for additional lottery points, and points will not be aggregated between multiple members of a Household. Thus, the Household should submit documentation for the individual Household member with the most possible points towards additional entries.

One (1) additional entry is awarded to Households with five (5) to nine (9) points.

Two (2) additional entries are awarded to Households with ten (10) to (14) points.

Three (3) additional entries are awarded to Households with fifteen (15) to nineteen (19) points.

Four (4) additional entries are awarded to Households with twenty (20) or more points.

The maximum number of entries allowed is five (5).

Employment and Residency History

Additional entries in the lottery shall be awarded to Households that can demonstrate multiple years of Presence Required Employment and residency within the boundaries of the Telluride R-1 School District based on the following criteria:

- A.** For a given year of Presence Required Employment to count toward an additional lottery entry an individual must provide proof:
 - 1.** that they have worked a minimum of eight (8) of every twelve (12) months on a rolling twelve (12) month basis, and must have worked a minimum of forty (40) hours per month during the minimum eight (8) months; and
 - 2.** they have worked at least 1400 hours during that calendar year. The current calendar year may be counted if the individual has accumulated 1400 hours of employment to date for the current year.
- B.** The years of employment do not have to be consecutive, but they must be within the timing shown in Table 1 below.

TABLE 1 – Points Awarded for Years of Employment are granted as follows:

Years of Employment History	3 - 5 Years of previous 6	6 - 8 Years of previous 10	9-10 Years of previous 12	11-14 Years of previous 18	15-19 Years of previous 23	20-24 Years of previous 28	25 Years or more of previous 30
Additional Points Received	2	4	5	6	8	10	12

Additional Considerations

- **Local School Attendees** – Applicants who attended six (6) years of kindergarten-grade 12 education at a public or private school within the Telluride R-1 School District are awarded an additional two (2) points. Certification from the school is required for Qualification.
- **Essential Response Personnel** –Applicants who are currently Essential Response Personnel are awarded three (3) points. Certification from the local community-based organization is required.
- **Military Service** –Applicants who are United States active-duty military or who have served at least ninety (90) days of aggregate active-duty service in the United States military, naval, or air service and were released under conditions other than dishonorable, or their surviving spouse, are awarded two (2) points. A surviving spouse who is remarried or in a domestic partnership does not qualify. A copy of Applicant's discharge paperwork is required.
- **Additional Hours Worked** –Applicants who can show two thousand (2000) or more hours of Presence Required Employment in the preceding twelve (12) month period prior to application are awarded four (4) points.

Appendix D: Fee and Penalty Schedule

Fees:

Application Fee, per adult, maximum \$50.00 per Household	\$25.00
Returned Check Fee	\$40.00
Late Rent Payment Fee, per month	\$25.00
Background Check Fee, per adult	\$40.00
Appeal/Exception/Grievance Fee	\$25.00
Unreturned Key Fee	\$40.00
Lock Replacement Fee, in addition to materials cost if tenant at fault	\$50.00
Lockout Assistance Fee (Inside Office Hours)	\$25.00
Lockout Assistance Fee (Outside Office Hours)	\$50.00
Electricity Administration Fee, per month	\$30.00
Water/Sewer Administration Fee, per month	\$30.00
Maintenance Charges, per hour of work, in addition to materials cost if tenant at fault	\$50.00

Penalties:

Improperly Disposed Trash Bag, per trash bag	\$30.00
Improper Dumping of Items, per item, in addition to billed cost of disposal	\$50.00
Abandoned Item, per item, in addition to billed cost of disposal	\$50.00
Failure to Pick up After Animal, per occurrence, in addition to referral to Municipal Court	\$25.00
Smoking, by Tenant	First Violation: \$100.00
	Second Violation: \$200.00
Smoking, by Tenant Invitee	First Violation: Warning
	Second Violation: \$50.00
	Third Violation: \$100.00
	Fourth Violation: \$200.00
	Fifth Violation and any subsequent Violation: \$300.00

Appendix E: Rental Unit Inventory

This is an administrative document *for informational purposes* only. Inaccuracies shall not be binding upon any unit or applicant. For the most accurate Unit information, inquire with THD Staff.

Property	Tiny Home	Studio	1 Bed	2 Bed	3 Bed	4 Bed	Total Number of Units
Shandoka Apartments (Except Building F, Both Phases 1 and 2)	0	0	43	47	17	4	111
Shandoka Building F (Phase 1 Only)	0	3	0	5	3	1	12
Virginia Placer Apartments and Tiny Homes	3	6	0	12	0	0	21
Boardinghouse	0	32	0	0	0	0	32
Sunnyside Apartments and Tiny Homes	3	0	6	12	3	6	30
Voodoo	0	8	0	10	8	1	27